

COVID RELEASE, WAIVER OF LIABILITY AND INDEMNITY (PARENT/GUARDIAN)

PLEASE READ THIS DOCUMENT CAREFULLY AND CLARIFY ANY QUESTIONS OR CONCERNS
BEFORE SIGNING

Name of Child/Athlete: _____ Name of Parent/Guardian: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

WARNING! By signing this document (the “Agreement”), you and the child named above (the “Child”) will waive certain legal rights, including the right to sue for or claim compensation following an exposure to or contracting of COVID 19: _____ Initials

TO

1. Baseball Nova Scotia and affiliate community sport organizations including but not limited to _____, their directors, officers, employees, coaches, instructors, volunteers, agents, representatives, business operators, site property owners, members, (the “League”) are not responsible for contraction of COVID-19, or any death, injury, loss or damage of any kind suffered by any person resulting from contraction of COVID-19 or other illness while participating in any activities of Baseball Nova Scotia and affiliate community sport organizations.

ACTIVITY DESCRIPTION

2. Participating in the activities of Baseball Nova Scotia and affiliate community sport organizations including but not limited to _____ will include activity such as, but not limited to, warm-ups, training, practice, games, competitions, pre-events and post-events (social activities), and travel to and from events. (Any and all of which are individually and collectively referred to in this document as the “Activity”).

DESCRIPTION AND ASSUMPTION OF RISKS

3. I am aware that participating in the Activity described above involves many risks, dangers and hazards, which include but are not limited to:
 - Risk of contracting illness such as COVID-19;
 - COVID-19 is a serious health threat and can be deadly. While the risks are increased for individuals aged 65 and over, with compromised immune systems, or with underlying medical conditions, the contraction of COVID-19 presents a risk to every individual. The risks associated with this disease include risk of permanent health effects and death. Risk of contracting this disease may increase from activities that include contact with others, equipment, or surfaces which may be contaminated. These are among the risks inherent in the Activity.

I understand the risks may be relative to my or, if applicable, my Child’s own state of fitness and health (physical, mental and emotional), and to the awareness, care, and skill with which I or my Child conducts themselves while participating in the Activity. Furthermore, my Child, if applicable, and I are aware that illness contracted through the Activity can be severe and potentially fatal.

My Child, if applicable, and I freely accept and fully assume all such risks, dangers and hazards, including, without limit, the risk of personal injury, death, property damage, and loss occasioned during or arising from my participation in the Activity however so caused.

↑ ***I have read and agree to be bound by paragraphs 1 - 3: _____ Initials***

RELEASE OF LIABILITY

4. In consideration of the League agreeing to my or my Child’s participation in the Activity and permitting the use of their equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I AGREE:**

a) THAT in entering into this Agreement I am not relying on any oral or written representations or statements made by the League with respect to the safety of participating in the Activity, other than as set forth in this Agreement. I am aware of the dangers involved in participating in the activity and my or my Child’s participation is voluntary.

b) THAT I am particularly aware of the risks associated with the Activity for individuals who have a compromised immune system or have underlying conditions which make them more susceptible to the dangers of illness such as but not limited to COVID-19.

c) THAT, if applicable, I have authority as the parent or legal guardian of _____ to enter into this Agreement;

d) THAT, if applicable, I have discussed with my Child the risks associated with the Activity; and

e) THAT, if applicable, my Child **HAS** my permission to participate in the Activity.

f) I understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Nova Scotia and agree that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in the Province of Nova Scotia.

↑ ***I have read and agree to be bound by paragraphs 4: _____ Initials***

Signature page to follow.

ACKNOWLEDGEMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily and with full knowledge of its content, and that I am aware this agreement is binding upon myself, my Child (if applicable), our heirs, executors, administrators, and/or representatives.

Signed this _____ day of _____, 20____, in Halifax, Nova Scotia

Signature of Parent/Guardian

Signature of Witness

Print Name

Print Name

Signature of Athlete/Participant if
age of majority

Signature of Witness

Print Name

Print Name