

Long Hill Baseball & Softball Association Waiver and Release of Liability

Read before Signing

In consideration of being allowed to participate in any way in LHBSA (“Releasee”) athletic programs and related events and activities, the undersigned (“Releaser”) hereby acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one of more communicable diseases, including but not limited to MRSA, influenza, and COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation;
4. I willingly agree to comply with the stated and customary terms and conditions for participation including those requirements set forth in the NJDOH guidelines which are appended to this waiver and incorporated herein by reference. Consistent with these guidelines I acknowledge that Releaser’s temperature will be taken prior to any scheduled LHBSA program, related event, or activity. The Releaser acknowledges that if the participant’s body temperature is above that recommended by the NJDOH guideline, the participant may not take part in the LHBSA program, related event, or activity. Moreover, if the participant demonstrates any sign of illness prior to the LHBSA program, related event, or activity, the participant may not take part in the LHBSA program, event, or activity. If within 14 days prior to the LHBSA program, related event, or activity, the participant has been exposed to anyone who has tested positive for or suspected to have contracted COVID-19, the participant may not take part in the LHBSA program, related event, or activity. If, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
5. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from:
 - a. An outbreak of any and all communicable disease, including but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof;

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS LHBSA, their officers, officials, agents and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE including but not limited to LHBSA, all LHBSA and all of the owners, lessors, agencies of the fields.
7. I have read and understood the NJDOH guidelines and agree to comply with all State and Local guidelines.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name: _____

Participant Signature: _____

Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date Signed: _____

Emergency Phone Number: _____