

DYB and DYS Sub District, District, Area, Regional, State, and World Series Tournaments Minor Waiver/Release ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT FOR MINOR PARTICIPANTS & MEDICAL RELEASE <u>READ BEFORE SIGNING ON NEXT PAGE</u>

IN CONSIDERATION OF my child/ward, being allowed to participate in any way in the DYB, Inc. (Diamond Youth Baseball and Softball) Sub District, District, Area, Regional, State, or World Series Tournaments, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. The risk of injury to my child/ward from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. The risk of possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- 3. For myself, spouse, and child/ward, 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 child/ward's participation; and,
- 4. I willingly agree to comply with the program's stated and customary terms and conditions for participation including risk of injury and protection against infectious diseases. If I observe any unusual significant hazard or concern in my child/ward's readiness for participation and/or in the program itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
- 5. **Medical Release** I grant permission to managing and/or coaching personnel or other league representatives or tournament officials to authorize and obtain medical care and treatment from any licensed physician, hospital or medical clinic, including major surgery, deemed necessary by a duly licensed physician should my child become ill or injured while participating in tournament activities away from home, or at other times when neither parent/guardian is available to grant authorization for emergency treatment. This authorization includes the administration of first aid and transportation to and from a medical treatment facility. In addition, I will list any allergies or illnesses for which my child is being treated by medical doctor in the space provided next to my signature.
- 6. I, for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS DYB, Inc.; DYB and DYS State and District Affiliates; my local team and league; tournament host; their respective directors, officiers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 7. I, for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my child's/ward involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
- 8. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

SEE NEXT PAGE FOR REQUIRED SIGNATURES

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League Name:

Franchise#

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under Age 18) SIGNING BELOW:

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver of liability, assumption of risk and indemnification agreement and medical release to my child/ward including the risks of injury and/or possible exposure to and illness from infectious disease through his presence and participation and including his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. Further, I fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Player's Name	Parent's Signature	Note: You may provide the following information on a separate sheet of paper if you have any privacy concerns.	
·		Allergies (Drugs or other)	Illnesses Under MD Care
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11			
12.			
	Only Use Section H	Below for Replacement Players (If Any)	
a.			
b.			
с.			
d.			
Note: The league shall maintain this s	igned release for a period 7 years, and	in the event that a player has been involved in a	serious injury, 17 years.