

4. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.
5. INDEMNITY AND DEFEND. The undersigned agrees to indemnify and defend BV Baseball Club, LLC and/or Beaver County Sports Zone, Inc., and all of its officers, trustees, employees, volunteers and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, infection of COVID-19 or any other illness, injury or death that may result to the undersigned, the undersigned's child, or anyone else.
6. MEDICAL CARE. I understand and agree that BV Baseball Club, LLC and/or Beaver County Sports Zone, Inc. may not be able to provide medical personnel at all times. I hereby give my consent to an officer, trustee, employee, volunteer and/or agent to provide me with medical assistance and/or treatment in the event of an emergency. I also agree to allow BV Baseball Club, LLC and/or Beaver County Sports Zone, Inc. to share any and all medical information about me with any party called to assist in my care. Finally, I agree to save and hold harmless and indemnify BV Baseball Club, LLC and/or Beaver County Sports Zone, Inc. from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon BV Baseball Club, LLC and/or Beaver County Sports Zone, Inc. because of any defect in or lack of such capacity to so act or caused, or alleged to be caused, in whole, or in part, by the negligence of the released parties.
7. JURISDICTION/VENUE/GOVERNING LAW: The protections provided by this Assumption of Risk, Waiver, and Release from Liability only enhance those protections already provided by the laws of the Commonwealth of Pennsylvania. This Assumption of Risk, Waiver and Release from Liability shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and any action to enforce any provision contained herein shall be brought exclusively in the Court of Common Pleas of Beaver County, Pennsylvania.
8. SEVERABILITY. If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
9. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED ACTIVITIES OR HIS OR HER CHILD'S PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

PRINTED NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME OF PLAYER IF SIGNED BY PARENT/GUARDIAN: _____