

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

I, \_\_\_\_\_, am the parent and or legal guardian of \_\_\_\_\_ . In consideration for my aforementioned child being able to participate in activities being coordinated, sponsored, organized or otherwise operated by Beaver Valley Baseball(hereinafter “BV”), in connection with the use of the ball field and park owned by Wampum Borough and rented on behalf of BV, I on behalf of myself and my aforementioned child, hereby acknowledge and agree to the following:

1. I understand that there is currently and international pandemic and a state of emergency issued for the Commonwealth of Pennsylvania due to a COVID-19 viral outbreak. I understand that the virus is extremely contagious and potentially fatal if contracted and that all persons are at risk for infection, serious illness or even death from the virus.
2. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) and Pennsylvania Department of Health (“PDH”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to allow my child to participate in activities coordinated, sponsored, organized or otherwise BV at the Wampum Borough ball field and park.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from me and my child being at and/or participating in BV activities at the Wampum Borough ball field and park and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract for) Wampum Borough, its Mayor, its officers, directors, council members, employees, agents independent contractors, volunteers and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result of participation in activities coordinated, sponsored, organized or otherwise operated by BV at the Wampum ball field and park.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
6. I further agree that if I, my child, or any one that lives with me or my child begins to display symptomology representative of COVID-19 or if any such persons test positive for the Coronavirus; or if we have close contact with anyone who has displayed or is tested positive for the Coronavirus; that I will immediately advise the BV and will refrain from further participation in BV activities at the Wampum ball field and park and not return until medically cleared by a licensed health care professional.

7. I confirm that I, or those who live with me or my child, have not, in the past 14 days, tested positive for or displayed any symptoms consistent with COVID-19 nor have we had any close contact with any such individuals.
  
8. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Pennsylvania. I **HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY RELEASEES FOR PERMISSION FOR MY CHILD TO PARTICIPATE IN ACTIVIES COORDINATED, SPONSORED, ORGANIZED, OR OTHERWISE OPERATED BY BV AT THE WAMPUM BALL FIELD AND PARK.**

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

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Parent/Guardian Printed Name(s)

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Parent/Guardian Signature(s)

Date