



# ***RELEASE FOR PARTICIPATION***

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT**

I understand that there is an inherent risk of injury associated with the sports of baseball and softball. These risks range from, without limitation, 1) minor injuries such as scratches, bruises and sprains; 2) major injuries such as eye injury or loss of sight, joint, muscle or back injuries, concussions; and 3) catastrophic injuries including paralysis and death. In consideration of being permitted by PDX Eastside Training, LLC to participate in baseball/softball training activities, more particularly described below (the "Activities"), I, exercising my own free choice, voluntarily give my consent for the Participant to participate in the Activities. I hereby release, discharge, and covenant not to sue 1) PDX Eastside Training, LLC or any of its employees, independent contractors, agents, officers, owners, and members; and 2) the owner of the premises where the Activities are conducted, or any of its employees, independent contractors, agents, owners, officers, directors, shareholders, members and subsidiaries (hereinafter the "Released Parties") for any losses, liabilities, damages, claims, demands, expenses, or costs that I may incur and which arise out of or are related to the Participant's participation in the Baseball Activities, the condition of the premises, or any act, omission, or negligence of the Released Parties. This release and waiver does not extend to injury, disability, death or harm caused by the gross negligence or willful misconduct of PDX Eastside Training, LLC, or its members, officers, agents or employees. Activities: I understand the Participant's risk of injury, disability, death or other harm is increased due to the following hazards and risks in which s/he will be exposed: being hit by a swinging bat; hit by a ball travelling as fast as 125 miles per hour; running; sliding; fielding and catching; throwing; batting; pitching; repetitive motion from each of the aforementioned skills/actions, and including injuries that may be difficult to foresee or predict. I acknowledge that I have been informed of these hazards and risks which may be associated with the Participant's participation in the Activities. I further agree that if, despite this agreement, I or anyone on my behalf, makes a claim against any of the Released Parties, I will indemnify, save, and hold harmless each of the Released Parties from losses, liability, damages, claims, demands, expenses, or costs that any of the Released Parties may incur as a result of any such claim. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Release and Waiver of Liability and Indemnification. I am the parent or legal guardian of the Participant. I have read and understand the provisions of this document, I consent my child participating in the activities described above, and I fully enter into and agree to be bound to the above Release from Responsibility and Waiver.

## **CUSTOMER CONDUCT**

PDX Eastside Training LLC reserves the right to refuse service to customers based on their conduct, which is expected to conform to the customer "Code of Conduct" which is posted within the training area.

## PHOTOGRAPHY/VIDEO RECORDING

I understand that over the course of events, programs, and standard business operations, photos and/or video may be taken of Participants for promotional purposes. I acknowledge that these photos and videos may be used in promotions on the web to include in social media applications, as well as in print or video advertising. Any inclusion of a Participant's photo will be unattributed unless specific permission is granted by the Participant or his/her parent/guardian to PDX Eastside Training LLC. I may request to not be included in photo or video promotions by communicating in writing with PDX Eastside Training LLC staff.

I understand that the interior and exterior of PDX Eastside Training LLC ("the Facility") may be under video surveillance at any time and that such recording is only used to ensure the safety and security of the Facility, its staff, contractors, agents, officers, members, and its Participants.

## CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

PDX Eastside Training has put in place preventative measures to reduce the spread of COVID-19; however, PDX Eastside Training cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending PDX Eastside Training could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending PDX Eastside Training and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the PDX Eastside Training may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PDX Eastside Training employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the PDX Eastside Training. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless PDX Eastside Training its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any PDX Eastside Training program.

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Player Name

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Parent/Guardian Signature

Date

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Parent/Guardian Name