

Go Get It/ NorCal Bandits Fastpitch, Inc./Celina and Jose Avina Private Property

Address: 11281 Howdy Lane Wilton, Ca 95693

LIABILITY WAIVER / RETURN TO PLAY WAIVER

In consideration of entering Go Get It Training Facility, playing fields, walkways, seating areas, and parking space/lots to use Go Get It Field on behalf of myself and my next of kin, heirs, and representatives. I release from liability and promise not to sue Go Get It/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina. Go Get It/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina. Go Get It/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina and their respective administrators, directors, agents, officers, members, instructors, volunteers and employees, other participants, any sponsors, advertisers and if applicable, owners and lessor of premises on which the activity takes place each considered on the "RELEASEES" herein FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES AND DAMAGES ON MY ACCOUNT OR ALLEGED TO BE NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if despite the releasee and waiver liability assumption of risk and indemnity agreement I/We or anyone on my behalf makes a claim against any of the releases I/We will indemnify save and hold harmless each of the releases from litigation expenses attorney fees, loss, liability, damage or cost which any may incur as the result of such a claim.

I/We acknowledge and agree that I/we understand the nature of softball activities, flying balls and other objects, sliding into bases (particularly head first), concussions from blows to or affect the head and batted balls traveling faster than other players can react all can cause serious injuries. Serious injuries also may occur during games or other activities I or my family may participate in or observe while on the premises, including injuries which may result from the action, inaction or negligence of the Released Parties (defined below) the intentional wrongdoing of others (including other players or spectators) and acts of God such as lightning and earthquake. I knowingly and voluntarily assume these and all other risks. I/We are in good health and proper physical condition to participate in such activity. I/We further agree and warrant that if at any time I/We believe conditions to be unsafe. I/We will immediately discontinue further participation in the activity.

I/We am aware of the risks associated with use of the field and batting cages, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. I understand that these injuries or outcomes may arise from my child's or other actions, inaction, or negligence; conditions related to travel; or the condition of the field and improvements. Nonetheless, I assume all related risks, both known or unknown to me. Of my child's use of the fields, its academy, playing fields, walkways, seating areas, club house, playground and parking lots, including travel to, from and during the use of Go Get It Field/NorCal Bandits Fastpitch, Inc.,/ Celina and Jose Avina private property.

I/We are aware of the risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to **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. I/We KNOWINGLY and FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume all full responsibility for myself and/or my child(s) participation.

I/We agree to hold Go Get It Field/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina private property and their respective administrators, directors, agents, officers, members, instructors, volunteers and employees harmless from any and all claims, including attorneys fees or damage to my personal property, which may occur as a result of my child's use of the field and surrounding areas, including travel to, from and during the use of the field and batting cages. If Go Get It Field/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina private property incurs any of these types of expenses, I agree to reimburse them. If my child needs medical treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance coverage.

I/We understand that this document is written as broad and inclusive as legally permitted by Go Get It Field/NorCal Bandits Fastpitch, Inc., and Celina and Jose Avina private property. I/We have read this release of liability and assumption of risk agreement, before acknowledging I fully understand its terms, understand that I have given up substantial rights by agreeing to it on my own behalf or on behalf of the youth participant associated with this guardian account, and I sign it freely and voluntarily without any inducement.

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Team Roster Form – Signature Page

ACKNOWLEDGEMENT BY ADULT PARTICIPANT and SPECTATORS: By acknowledging and agreeing to this waiver, I agree and verify the following: 1) I consent and agree to assume the risks of participation in these programs/events; and 2) that I specifically agree to the release as provided herein of all the Releasees, and, for myself, me heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my involvement or participation in these programs/events EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

ACKNOWLEDGEMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS: By acknowledging and agreeing to this waiver, I agree to and verify the following: 1) I am the parent or legal guardian for the youth participant associated with this guardian. 2) that the date of birth of the youth participant associated with this guardian is correct, 3) that as parent/legal guardian with legal responsibility for this youth participant, I consent and agree to assume the risks of his/her participation in these programs/events; and 4) that I specifically agree to his/her release as provided herein of all Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to this youth participant's involvement or participation in these programs/events as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Team Name: _____ **Team Coach or Manager:** _____

Parent/Guardian Last Name If Player Under 18

