

TO: _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE.**

PLEASE READ CAREFULLY!

NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

COURSE CODE & TITLE/ACTIVITY NAME : _____

COURSE/ACTIVITY DATE: _____

ASSUMPTION OF RISK

Participation in the activity(s) of **Baseball / Fastball - Indoor / Outdoor**, carries with it certain inherent risks. I am aware that, while participating in the activity(s), I may be exposed to any manner of harm, injury, illness, death or property damage resulting from such risks, including but not limited to the following:

General:

- Loss or damage of personal property by any means including, but not limited to, theft, vandalism, fire, or water damage;
- Travel by motor vehicle, bus, traffic accidents, poor road conditions, water craft, airplanes or any other means of transportation to, from, or during the activity(s).
- Loss, damage, injury, illness, death or expense that I may, or that members of my household(s) may suffer, including the contraction of a Communicable Disease as a result of my participation in this Activity. Communicable Diseases include, but are not limited to, any disease that can be transmitted from one person to another including viruses, bacteria, parasites or other organisms.

NOTE: Please consult with your physician prior to participating in any physical activity(s) or using any equipment if you have any pre-existing conditions which may be affected by your participation in the activity(s).

Outdoor Activities:

- **Terrain:** Slips, trips or falls on steep, icy, slippery or uneven terrain or injuries arising from impact or contact with trees, rocks, or other obstructions, visible or non-visible;
- **Animals:** Contact with insects, spiders, aggressive or curious animals, birds or reptiles, including the risk of exposure to viruses, parasites or bacteria they may carry;
- **Weather:** Severe or varied exposures to cold, wet or windy weather, hail, lightning, snow, sleet, reduced visibility, or the effects of heat or strong sunlight;
- **Other Outdoor Risks:** Dehydration.

Sporting Activities:

- All manner of muscular and skeletal injuries, bruises, scrapes, cuts, strains, sprains, leg cramps, dislocations, or bone injuries;
- Head, facial, dental and neurological injuries such as concussions and traumatic brain injuries (TBI);
- An increased load on the heart that may result in dizziness, shortness of breath, fainting, chest pain or discomfort, nausea, and in extreme circumstances may result in a heart attack;
- Being struck with projectiles;
- Falling against, impacting, entanglement or impairment on apparatus, equipment or other natural or man made obstacles (visible or not visible), or against the ground, floors, walls or other surfaces;
- Contact with participants, officials, spectators, or other people or sustaining injuries arising from their actions;
- My participation and/or use of equipment beyond my own skills and abilities; and
- The use, misuse, failure or malfunctioning of equipment.

Baseball/Fastball:

- Being struck with projectiles/balls/bats/gloves.

NOTE: A batting helmet and appropriate footwear designed specifically for this activity(s) must be worn and secured at all times while engaged in the activity(s).

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

CONTINUED ON NEXT PAGE

..... CONTINUED FROM PREVIOUS PAGE

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of _____ permitting my participation in the activity(s) of **Baseball / Fastball - Indoor / Outdoor**, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against _____ and its members, officers, employees, students, agents, volunteers and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees");

2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the activity(s) of **Baseball / Fastball - Indoor / Outdoor** due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, RSA 2000 c. 0-4 AS AMENDED ON THE PART OF THE RELEASEES;

_____ (Initial here that you have read paragraph 2.)

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in the activity(s) of **Baseball / Fastball - Indoor / Outdoor**; and

4. THAT if I am supplying my own equipment, I am responsible for ensuring that it is safe and well maintained and up to the requisite standards for the activity(s) in which I am participating. I understand that the Releasees accept no responsibility for any incidents or accidents occurring out of the use or misuse of my equipment.

_____ (Initial here that you have read paragraph 4.)

5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

6. This Waiver shall be governed by and construed in accordance with the laws in force in the province of _____ and the federal laws of Canada, as applicable. The courts of _____ shall have exclusive jurisdiction over all claims, disputes and actions arising out of and related to this course/activity and this Waiver and the parties hereby attorn to the jurisdiction of _____ courts.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees, other than what is set forth in this Agreement.

I CONFIRM THAT I AM 18 YEARS OF AGE OR OLDER, THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT AND THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____.

SIGNATURE OF PARTICIPANT

WITNESS SIGNATURE (Non Family Member)

WITNESS NAME (please print)

This Agreement must be completed in full, without alteration, signed, dated and witnessed, and paragraphs 2 and 4 must be initialed before the participant may participate in the activity(s).