

Participant's Name \_\_\_\_\_

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

BY EXECUTING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE

***This is a binding legal agreement; Therefore, READ CAREFULLY and  
clarify any questions or concerns before signing.***

1. The Asahi Baseball Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, leagues, clubs, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "Releasees") ARE NOT RESPONSIBLE for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Baseball Programs and the risks relating to the Baseball Programs.
2. In this Agreement the term "Baseball Programs" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Association including but not limited to: games, tournaments, practices, personal training, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs.

*I acknowledge have read and agree to be bound by paragraphs 1 – 2.*

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Initial

**ASSUMPTIONS OF RISK**

3. I am aware that my participation in Baseball Programs involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death. I am aware of these risks, dangers and hazards. Some of these risks, dangers and hazards include, but are not limited to:
  - a. Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, **and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.**
  - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces, extreme weather conditions; travel to and from premises.
  - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within their own ability.
  - d. Contact: I acknowledge that contact with baseballs, other equipment, or other persons, whether intentional or unintentional, is a common part of Baseball Programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, or serious spinal injury.

**This Agreement continues on the next page.**

- e. Advice: negligent advice regarding Baseball Programs.
- f. My conduct and conduct of other persons including any physical altercation between baseball participants: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risks, dangers and hazards of Baseball Programs, some of which are referred to above.

*I acknowledge have read and agree to be bound by paragraph 3.*

\_\_\_\_\_ Initial

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Baseball Programs, use its equipment and facilities and providing its baseball services and consultation, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RELEASEES AND TO **RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in Baseball Programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
  - a. negligence on the part of the Releasees;
  - b. breach of contract by the Releasees;
  - c. breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
  - d. breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and
  - e. the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of Baseball Programs, some of which are referred to in the Assumption of Risks section of this Agreement.

*I acknowledge have read and agree to be bound by paragraph 1.*

\_\_\_\_\_ Initial

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury resulting from my participation in Baseball Programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to negligence on the part of the Releasees; breach of contract by the Releasees; breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment; breach of any statutory duty or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the Releasees; and the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of Baseball Programs, some of which are referred to in the Assumption of Risks section of this Agreement.

**This Agreement continues on the next page.**

