



## **EUGENE CHALLENGERS BASEBALL CAMP WAIVER FORM**

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Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement Express Assumption of Risk Associated with Baseball Related Activities. I do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the activities that take place as part of the Eugene Challengers. Inherent hazards and risks include but are not limited to:

- Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
- Possible equipment failure and/or malfunction of my own or other's equipment.
- This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals with the attendant risks of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
- My own negligence and/or the negligence of others.
- Attack by or encounter with insects, reptiles, and/or animals.
- Accidents or illness occurring in remote places where there are no available medical failures.
- Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.

### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in the activities described above, I hereby agree, acknowledge and appreciate that:

- I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releases – Eugene Challengers, Challenger coaches and other employees, the Eugene 4J School District, North Eugene High School, current members of the Eugene Challengers Board of Directors.
- To release their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold the releases harmless and indemnify the releases in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
- By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this Agreement.
- I understand my information may be added to the mail and email list of the releases. I authorize the Eugene Challengers to use, reproduce and/or publish photographs and/or video that may pertain to me – including my image, likeness and/or voice.



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### **Assumption of the Risk and Waiver of Liability Relating to 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.

The Eugene Challengers has put in place preventative measures to reduce the spread of COVID-19; however, the Eugene Challengers cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the practices and games 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 my child(ren) and I may be exposed to or infected by COVID-19 by attending the Eugene Challengers events, practices and games 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to Eugene Challengers players, coaches and 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 child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s participation with the Eugene Challengers. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Eugene Challengers, its coaches, volunteers, 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 Eugene Challengers, its coaches, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Eugene Challengers activities.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforced.

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**Signature of Parent/Guardian**

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**Date**

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**Print Name of Parent/Guardian**

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**Name of Participant (s)**