

TAHOE SPORTS & SOCIAL
RELEASE OF LIABILITY AND WAIVER OF CLAIMS
READ CAREFULLY – THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS

By clicking “I agree” the participant agrees to the following terms regarding participation in Tahoe Sports & Social leagues and events:

In consideration for my participation in softball, baseball, athletic events, training, weightlifting, personal training, aerobic conditioning, stretching, post and pre-event activities, volunteer activities, and all other related activities, including, but not limited to, practices, clinics, events, and/or games (collectively, the “Activity”) hosted by, coached by, or with the assistance of TAHOE SPORTS & SOCIAL and/or the managers, members, officers, directors, employees, affiliates, agents, contractors, and other persons associated therewith (collectively, “TS&S”), **I HEREBY VOLUNTARILY AGREE** to the following:

- 1) **I AGREE** to pay attention and maintain control at all times, observe and obey all posted rules and warnings which may be present at the location of the Activity or given by TS&S, and follow and abide by any verbal and/or written instructions or directions given by TS&S about the Activity, if any.
- 2) **I UNDERSTAND THAT THE ACTIVITY CAN BE DANGEROUS AND INVOLVES THE RISK OF SERIOUS BODILY INJURY, PROPERTY DAMAGE, PERSONAL INJURY, AND EVEN DEATH.** I further understand that there are inherent risks associated with the Activity, both known and unknown, including, but not limited to, balls and bats; running; equipment failure; collisions with natural and manmade objects; collisions with other participants; slipping, tripping, and falling; uneven terrain; fatigue; exhaustion; dehydration; limited access to and/or delay of medical attention; negligence of others; etc.; which may result in mental and/or emotional distress from exposure to any of the foregoing; pulled and/or torn muscles, ligaments, and/or tendons; broken bones; sprains; joint injuries; and/or other injuries and/or losses, including, but not limited to, serious bodily injury or even death. **I expressly assume any and all risk of injury, property damage, and/or death associated with my participation in the Activity.**
- 3) I ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF TS&S. RECOGNIZING THE RISKS AND DANGERS, I UNDERSTAND THE NATURE OF THE ACTIVITY AND I VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 4) **I FULLY RELEASE** TS&S and its subsidiaries, sponsors, promotors, affiliates, agents, managers, members, officers, directors, employees, contractors, and/or assigns from liability and agree not to sue TS&S for any and all claims and/or causes of action arising from my participation in the Activity, even if said claims and/or causes of action arise from TS&S’s alleged negligence. **I FURTHER AGREE TO RELEASE** TS&S from any and all liability arising out of my use of, or presence at, any facility or property used by TS&S for the Activity, whether caused by the fault of myself, TS&S, or other third parties.
- 5) **I AGREE** that TS&S may take and/or use photographs, videos, audio, and/or likenesses of me and/or my property, for trade, advertising, marketing, promotions, internet use, and/or any other purpose, print, digital or otherwise, without restriction or my approval. I hereby release TS&S from any claim and/or liability relating to TS&S’s right to take, use, alter, and/or composite said photographs, videos, audio, and/or likenesses. **I UNDERSTAND AND AGREE** that I will not receive any compensation, credit, and/or recognition for TS&S’s use of such photographs, videos, audio, and/or likenesses.
- 6) **I AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND** TS&S against all claims, causes of action, damages, judgments, cost and/or expense, including attorney’s fees and other costs, which may in any way arise from my participation in the Activity or my use of, or presence at, any property or facility used by TS&S. **I AGREE** that the venue for any legal or equitable claim that may arise from my participation in the Activity shall be the State of California, County of El Dorado, City of South Lake Tahoe.
- 7) **I AGREE** that TS&S may call for medical care for me and may transport me to a medical facility or hospital if, in its sole opinion, medical attention is needed. In such an event, **I AGREE** to pay all costs associated with such medical care and/or transportation.
- 8) This Agreement contains the entire agreement between the parties concerning the subject matter herein, and supersedes any prior written and/or oral agreement. The provisions of this Agreement may only be waived, altered, amended, modified, revoked, or terminated, in whole or in part, in a subsequent written agreement specifically referring to this Agreement and signed by both parties. This Agreement shall stay in full force and effect following the completion of my participation in the Activity, and this Agreement will inure to the benefit of and be binding on the parties and their heirs, personal representatives, assigns, and other successors in interest of each party.

- 9) This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of California, except that this Agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties, and without regard to conflicts of law principles.
- 10) If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect, and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- 11) Participants under the age of 18 years are required to have a parent or legal guardian read and sign this Agreement.
- 12) Covid 19:
- a. I UNDERSTAND AND AGREE that there is an inherent risk of contracting Corona Virus / Covid-19 during the Activity or my presence at TS&S's facility that cannot be eliminated, can be DANGEROUS, AND INVOLVES THE RISK OF SERIOUS ILLNESS, BODILY INJURY, AND EVEN DEATH. I expressly assume any and all Corona Virus / Covid-19 risk of illness, injury and/or death associated with my participation in the Activity or presence at TS&S's facility.
 - b. I AGREE that I have reviewed and will comply with TS&S's Softball Covid-19 League Policy terms. If I believe that TS&S's practices to reduce infection risk are not satisfactory, I will notify TS&S and I will no longer participate in the Activity.
 - c. I AGREE that certain types of personal protective equipment (PPE), such as masks, may not be reasonably possible to use in conjunction with the Activity because excellent hand-eye coordination, catcher's masks, sunglasses, and strenuous breathing may be needed to effectively participate in the Activity.
 - d. I REPRESENT AND WARRANT that I am not currently experiencing symptoms of a Coronavirus or other communicable disease, including, but not limited to Corona Virus / Covid-19, e.g. fever, shortness of breath, cough, etc., that I am not suspected of having or diagnosed with Corona Virus / Covid-19, and that to my knowledge I am not likely to infect anyone by my participation in the Activity. **I AGREE that I will immediately cease participation in the Activity if I suspect I am infected, or I am diagnosed with Corona Virus / Covid-19.**
 - e. I AGREE TO HOLD TS&S HARMLESS, AND INDEMNIFY AND DEFEND TS&S against all Corona Virus / Covid-19 claims, causes of action, damages, judgments, cost and/or expense, including attorney's fees and other costs, which may in any way arise from my participation in the Activity, or use of or presence at, any property or facility owned or operated by TS&S.
- 13) By signing this Agreement, I, under penalty of fraud, represent that I am at least 18 years of age, or that I am under 18 years of age and expressly authorize my parent and/or guardian to execute this Agreement on my behalf, and that I am mentally sound and have capacity to enter in this Agreement, and that I enter into this Agreement of my own free will and accord, voluntarily, without coercion, duress, or undue influence from any source.

I HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY AND WAIVER OF CLAIMS AND I UNDERSTAND THAT BY AGREEING TO THIS DOCUMENT I AM VOLUNTARILY WAIVING CERTAIN LEGAL RIGHTS.

PLEASE COMPLETE THE FOLLOWING INFORMATION (Participant):

Name _____

Address _____

City _____ State _____ Zip _____

Date of Birth _____ Phone _____ E-mail _____

Signature of Participant _____ Date: _____