

Mannino's Grand Slam USA, Inc.- GS3 Summer Softball League

Release of Liability Agreement

LIABILITY

1. **Assumption of Risk:** I am fully aware that the activities I may undertake at Mannino's Grand Slam USA and the GS3 Summer Softball League are hazardous and high risk activities that require strenuous exercise and activity. Participating in these activities involves many physical dangers, and subsequent injury or death may occur as a result thereof. Understanding the risks and dangers of participating in all of the foregoing activities while at Mannino's Grand Slam USA, INC (Organization). I represent to the best of my knowledge that I have no medical, physical and/or emotional health condition(s) or limitation(s) which would hinder or prevent my active participation in such activities in any way whatsoever.

- The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
- COVID- 19 Pandemic: The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease; Mannino's Grand Slam USA, Inc. has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in the Organization's activities, including GS3 Summer Softball League, 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 participating in the Organization's activities, including the GS3 Summer Softball League Activities, 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, the Organization's volunteers, owners, players, and other 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 in the Organization's activities, including the GS3 Summer Softball league Activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Organization, its owners, 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 Organization, its owners, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Organization program.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest staff immediately; and,

Therefore, I assume full responsibility for my participation in any of the above programs. I VOLUNTARILY AND FREELY CHOOSE TO ASSUME ALL SUCH RISKS AND DANGERS, including the risk of injury or death that may be associated with, or result from, my participation in these activities.

INITIAL_____

2. Release from Liability: I fully agree, for myself and my heirs, to hereby fully and forever discharge and release Mannino's Grand Slam USA from any and all liability, all claims and demands, actions and causes of action whatsoever arising out of any damages, costs, loss of services, expenses and any all claims whatsoever, on account of, or in any way resulting from personal injuries, conscious suffering, death and property damages to myself or to any other person or property, in any way connected with my participation in or attendance of any Mannino's Grand Slam USA activities of whatever sort of nature. I agree that this Release of Liability Agreement shall cover my participation in or attendance of any and all activities sponsored by Mannino's Grand Slam USA including, but not limited to, practice sessions, training sessions, instructional sessions, activities directed by a coach, trainer, or other representative of Mannino's Grand Slam USA and/or promotional activities. This Release of Liability covers all liability claims which may be asserted against Mannino's Grand Slam USA, unless such liability is caused as a result of the negligence of Mannino's Grand Slam USA. INITIAL_____

3. Continuation of Obligations: I agree, for myself and my heirs, that the above provisions, including ASSUMPTION OF RISK AND RELEASE FROM LIABILITY shall continue in full force and effect now and at all future times when participant is involved in Mannino's Grand Slam USA activities. INITIAL_____

4. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

INITIAL_____

5. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Ohio, without reference to any choice of law doctrine.

INITIAL_____

6. PHOTO RELEASE: The undersigned authorizes Mannino's Grand Slam USA to permit the use and display of photographs in any publication, multimedia production, display, advertisement or World-Wide Web Publication for Mannino's Grand Slam USA. The undersigned releases and forever discharges Mannino's Grand Slam USA, its agents, officers and employees from any and all claims and demands arising out of or in connection with the use of said photographs / images.

INITIAL_____

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Signature of Player: _____

Name of Player (please print): _____

Address: _____

Date: _____

If the player is under 18 years of age, a parent or legal guardian must also sign.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with Section 2 of this Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Address: _____

Date: _____

EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name: _____

Relationship: _____

Address: _____

Telephone Number: _____

Email: _____

Any allergies, medications, or other information needed in an emergency:
