

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION for being permitted to participate in North Metro Miracle League (NMML) activities I acknowledge the following for myself, the minor, my personal representatives, assigns, heirs and next of kin:

- 1) I agree and represent that I understand the nature of the activity and that the minor is qualified, in good health, proper physical condition to participate in such activities. If the child has a disability I represent that, in spite of the disability, the child is still capable of participating in inclusive NMML programs or camp activities.

A) I fully understand that: NMML programs and activities involve recreational sports activities and extracurricular activities which may involve risks or danger of serious bodily injury ("RISKS")

B) These risks and dangers may be caused by my own or the minors actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or negligence of Releasees, named herein.

C) There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risk and all responsibilities for losses, cost, and damages I incur or the minor incurs as a result of my / the minors participation.
- 2) I hereby agree to indemnify and save and hold harmless the releasees from any loss, liability or damage or cost they may incur arising out of or related to NMML activities whether caused by the negligence of the releasee or otherwise.
- 3) **I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY OR DEATH ARISING OUT OF OR RELATED TO THE NMML PROGRAM OR ACTIVITY WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
- 4) **I HEREBY ACKNOWLEDGE THAT SOME OF THE NMML ACTIVITIES ARE VERY DANGEROUS AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE.** The undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the releasees.
- 5) I Hereby agree that this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement extends to all acts of negligence by the releases, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the state of Georgia and if any portion thereof is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 6) **I HEREBY ACKNOWLEDGE THAT THERE IS A RISK OF CONTRACTION OF A VIRAL OR BACTERIAL ILLNESS OR DISEASE INHERENT TO FACE-TO-FACE ACTIVITIES, INCLUDING BUT NOT LIMITED TO COVID-19, THE FLU OR THE COMMON COLD, AND AS SUCH, AGREE TO HOLD HARMLESS NMMLC, ITS AGENTS, VOLUNTEERS, OR ANYONE ASSOCIATED WITH THE ACTIVITIES SCHEDULED BY NMMLC FOR ANY ILLNESS, COMPLICATIONS OR DEATH AS A RESULT OF PARTICIPTION IN THESE ACTIVITIES**

I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE: The NMML Directors and Officers, sponsors, staff, volunteers, other personnel, the sanctioning body or any subdivision thereof, venue / camp owners, venue / camp lessees, venue / camp operators, rescue personnel, or any person that gives instructions or gives directions, those that are involved in risk evaluation, or any employee or agent of the NMML in any way involved with NMML programs or activities, all for the purpose herein referred to as "releasees," from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or named minor arising out of or related to a NMML activities whether caused by the negligence of releasees or otherwise.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK AND INDEMNITY AGREEMENT, and I fully understand its terms, understand that I have given up substantial rights by signing it, and I have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by the law.

I also agree that photos of my family members involved in NMML activities can be released to the media.

Signature _____

Date:

NAME

ATHLETE/VOLUNTEER (IF NOT SELF)