

NEENAH BASEBALL, INC. COVID-19 WAIVER OF LIABILITY

In consideration of being allowed to participate in Neenah Baseball, Inc. ("NBI") athletics/sports programs, whether as a player, a parent, a coach or a fan and whether at such Locations, namely, Town of Neenah or City of Neenah baseball fields ("LOCATIONS") for training, practice or games, the undersigned, on behalf of himself or herself and by a parent on behalf of a participating youth under the age of 18 and any personal representatives, heirs, and next of kin (hereinafter referred to as the "Undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the Undersigned finds and accepts the same as being safe and reasonably suited for the use or participation by the Undersigned.

In addition, the Undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States. In accordance with the most recent guidance and protocols issued by the World Health Organization and the Centers for Disease Control and Prevention (the "CDC"), for slowing the transmission of COVID-19, the Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the facilities, services, and programs of NBI within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The Undersigned hereby agrees, represents, and warrants that the Undersigned shall not visit or utilize the facilities, services, and programs of NBI if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The Undersigned agrees to notify NBI immediately if he or she believes that any of the foregoing access/use restrictions may apply.

NBI has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The Undersigned acknowledges and agrees that NBI may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with NBI's revised procedures prior to utilizing the facilities, services, and programs of NBI. The Undersigned further acknowledges and agrees that, due to the nature of the facilities, services and programs offered by NBI, social distancing of 6 feet per person is not possible **at all times**. The Undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of NBI and acknowledges that use thereof by the Undersigned may, despite NBI's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED, ON HIS OR HER BEHALF AND A PARENT ON BEHALF OF A PARTICIPATING YOUTH UNDER THE AGE OF 18, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE LOCATIONS or NBI, its directors, officers, volunteers and agents from all liability to the Undersigned and all personal representatives, assigns, heirs, and next of kin of the Undersigned for any loss or damage, and any claim or demands on account of any illness or death of, the Undersigned (or any person who may contract COVID-19, directly or indirectly, from the Undersigned) whether caused by the negligence, active or passive, of NBI or otherwise while the Undersigned are in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with NBI.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS LOCATIONS AND NBI, its directors, officers, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or

otherwise while the Undersigned upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with NBI.

The Undersigned agrees and acknowledges that use of LOCATIONS, NBI facilities and services, and participation in NBI programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury or death due to COVID-19. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY OR DEATH to the Undersigned due to negligence, active or passive, or otherwise while in, about or upon the premises of LOCATIONS, NBI and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with NBI.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM LOCATIONS AND NBI IN CASE OF ILLNESS, INJURY OR DEATH, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY NBI FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO LOCATIONS AND NBI THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Date: _____

Participant Signature: _____

Print Name: _____

Print Name of Youth Under the Age of 18: _____