



INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the age of majority)

WARNING. By signing this document, you will assume certain risk and responsibilities. Please read carefully.

Participant's Name: _____

1. This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by Baseball PEI and its minor baseball associations, affiliate members and teams (collectively the "Organization") and the sport of baseball, including but not limited to: games, tournaments, practices, training, personal training, dryland training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the "Activities"), the undersigned being the Participant and Participant's Parent/Guardian (collectively the "Parties") acknowledges and agrees to the following terms outlined in this agreement:
2. I am the Parent/Guardian of the Participant and have full legal responsibility for the decisions of the Participant.

Description of Risks

3. The Parties understand and acknowledge that:
 - a) The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b) The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming;
 - c) The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge the weather or environmental conditions, and the equipment being used might malfunction; and
 - d) The novel coronavirus, Covid-19, has been declared a worldwide pandemic by the World Health Organization and Covid-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of Covid-19; however, the Organization cannot guarantee that the Participant will not become infected with Covid-19. Further, attending the Activities could increase your risk of contracting Covid-19.
4. The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:
 - a) Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, Covid-19, bacteria, parasites or other organisms or any mutation thereof.
 - b) Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces, extreme weather conditions; travel to and from premises
 - c) Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within my own ability.
 - d) Contact: contact with other players, other equipment, poles, stands, baseballs and other equipment, whether intentional or unintentional, is a common part of baseball programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injuries, or serious spinal injury.
 - e) Advice: negligent advice regarding the Activities
 - f) Ability: Failing to act safely or within my own ability or within designated areas
 - g) Sport: the game of baseball and its inherent risks, including but not limited to, injury due to contact with a baseball, other players, equipment, and parts of the facility; heatstroke, broken bones and ligaments, pulled or sprained muscles and other injuries
 - h) Cyber: privacy breaches, hacking, technology malfunction or damage
 - i) Conduct: My conduct and conduct of other persons including any physical altercation between participants
 - j) Travel: Travel to and from the Activities

We have read and agree to be bound by paragraphs 1 and 4

Terms

5. In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
 - a) That the Participant's mental and physical condition is appropriate to participate in the Activities;
 - b) That when the Participant practices or train in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
 - c) To comply with the rules and regulations for participation in the Activities;
 - d) To comply with the rules of the facility or equipment;
 - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of an Organization representative immediately;
 - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if



Baseball PEI

40 Enman Crescent
 Charlottetown, PE
 C1E 1E6

902-368-4203
www.baseballpei.ca
baseball@sportpei.pe.ca

- impaired in any way;
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity;
 - h) That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment;
 - i) That Covid-19 is contagious in nature and the Participant may be exposed to or infected by Covid-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.
6. In consideration of the Organization allowing the Participant to participate, the Parties agree:
- a) That the Parties are not relying on any oral or written statements made by the Organization or their agents, whether in brochure or advertisement or in individual conversations, to agree to be involved in the Activities; and
 - b) That the Organization is not responsible or liable for any damage to the Participant's vehicle, property, or equipment that may occur as a result of the Activities.

We have read and agree to be bound by paragraphs 4-6

General

- 7. The Parties agree that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Prince Edward Island, Canada and they further agree that the substantive law of Prince Edward Island will apply without regard to conflict of law rules.
- 8. The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

- 9. The Parties acknowledge that they have read this agreement and understand it, that they have executed this agreement voluntarily, and that this Agreement is to be binding upon themselves, their heirs, their spouses, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (print)	Signature of Participant	Date
-----------------------------	--------------------------	------

Name of Parent/Guardian (print)	Signature of Parent/Guardian	Date
---------------------------------	------------------------------	------

