



## **ALL AMERICAN BASEBALL ACADEMY**

### **UPDATED COVID 19 ASSUMPTION OF RISK AND LIABILITY WAIVER**

1. **ASSUMPTION OF AND ACKNOWLEDGEMENT OF INHERENT RISK.** I understand and acknowledge that there are dangers, hazards, and risks of injury or damage, some of which are inherent, in engaging in any form of exercise and in the use of the premises, facilities, equipment, services, activities or products. By signing below, I am both assuming the identified risks and acknowledging the inherent risks in both engaging in exercise and the use of the premises, facilities, equipment, services, activities or products.

a. **Use of Premises and Services.** I understand that use of the premises, facilities, equipment, services, activities, camps, clinics, instruction or products ("Use of Premises and Services") may include, but is not limited to, (1) use of indoor and outdoor fields, fitness equipment, lobby, entryways, sidewalks, parking lots and any other facilities or equipment; (2) use of personal training services; (3) weight loss or nutritional programs; (4) use of services and participation in activities off the premises, including but not limited to, athletic events, tournaments and educational programs, wellness programs, or field trips; and (5) all other programs, activities, classes, sessions, seminars, workshops, assessments, events, amenities, or benefits that are sponsored, endorsed, organized or operated by All American Baseball Academy, Inc. on or off its premises.

b. **Risks.** I understand that the dangers, hazards, and risks of injury or damage that are inherent in the Use of the Premises and Services ("Risks") may, include but are not limited, to (1) slips, trips, collisions, falls, and loss of footing or balance, including "slip and falls" and in use of fitness equipment; (2) drowning; (3) equipment failure, malfunction, or misuse; (4) property or information theft, loss, misuse or damage, including from lockers, or equipment; and (5) other accidents or incidents that may result in injury or damage to me.

c. **Injuries.** I understand that such injuries or damages may include but are not limited to major or minor personal, physical, bodily, emotional, mental, economic, property or other types of injuries or damages ("Injuries") to me, including but not limited to (1) death; (2) paralysis, brain damage, heart attacks, strokes, disfigurement, heat stress and/or heat stroke, dehydration, concussions, hearing loss, torn or damaged muscles or ligaments, broken bones, allergic reactions, burns, sprains, bruises and scrapes; (3) aggravation of pre-existing injuries or medical conditions; (4) pain and suffering; (5) loss of consortium, love, affection, comfort, companionship, or care; (6) emotional distress, embarrassment, humiliation, or shock; (7) lost wages or lost earning capacity; (8) lost, stolen, misused or damaged property or information; and (9) any other disability, impairment, incapacity, injury or damage.

I understand and acknowledge that the Risks and Injuries in the Use of the Premises and Services may be caused, in whole or in part, by the negligence of All American Baseball Academy, Inc., me, and/or other persons. I understand and willingly and knowingly assume those Risks and the associated Injuries and acknowledge that such Risks and Injuries are inherent in the nature of the activity and use.

2. **WAIVER OF LIABILITY.** On behalf of myself and my spouse/partner, children, parents, guardians, heirs, next of kin, personal representatives, heirs and assigns, I hereby voluntarily and forever release and discharge from, covenant and agree not to sue for, and hereby waive any and all claims, demands, actions, causes of action, debts, damages, losses, costs, fees, expenses or any other alleged liabilities or obligations of any kind or nature, whether known or unknown (collectively, "Claims") for any Injuries to me, minor or guests in the Use of the Premises and Services that arise out of, result from, or are related to any negligence by All American Baseball Academy, Inc., me, and/or any other person.

a. **Scope of Claims.** I understand that Claims include but are not limited to (1) negligent design, construction (including renovation or alteration), repair, maintenance, operation, supervision, monitoring, or provision of Use of Premises and Services; (2) negligent failure to warn of or remove a hazardous, unsafe, dangerous or defective condition; (3) negligent failure to provide or keep premises in a reasonably safe condition; (4) negligent provision of or failure to provide emergency care; (5) negligent hiring, selection, training, instruction, certification, supervision or retention of employees, independent contractors or volunteers; (6) negligent collection, use, disclosure or storage of personal, sensitive or other information (including negligent failure to implement or maintain information security controls); or (7) other negligent act(s) or omission(s). The Claims do not include, and express exclude, those arising from or related gross negligence, reckless conduct or intentional acts.

b. **Fees and Costs.** I specifically agree that if I (on my own behalf or on behalf of another, including an estate) assert a Claim and/or breach my agreement not to sue, I will pay all reasonable fees (including attorneys' fees), costs and expenses incurred ("Fees and Costs") to defend (1) the Claim(s) and (2) all other claims based on the same facts as the Claim(s).



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**WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19**

The novel Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People can reportedly be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are not fully known, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**You acknowledge that All American Baseball Academy, Inc. cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while utilizing All American Baseball Academy, Inc.'s services or premises. It is not possible to prevent the presence of the disease. Therefore, if you choose to utilize All American Baseball Academy, Inc.'s services and/or enter into the premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK:** I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize All American Baseball Academy, Inc.'s services and enter the premises. I acknowledge that given the nature of virus and ease of transmission that there is inherent risk in using the service and the premises. These services are of such value to me, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the services and the premises in person.

**WAIVER OF LAWSUIT/LIABILITY:** I hereby forever release and waive my right to bring suit against All American Baseball Academy, Inc. and its owner's, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing All American Baseball Academy, Inc.'s services and premises. I understand that his waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

I understand and agree that the laws of the State of Pennsylvania will apply to this contract.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Signature of legal Participant \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

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 do consent to the terms and conditions of this Release.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_



## ALL AMERICAN BASEBALL ACADEMY

**THIS FORM MUST BE COMPLETED BY A PARENT OR LEGAL GUARDIAN**

**INSTRUCTIONS:** ALL ACADEMY PARTICIPANTS ARE REQUIRED TO COMPLETE THE COVID-19 CHECKLIST BELOW PRIOR TO PARTICIPATING IN ANY ACTIVITIES. PLEASE PRINT OUT THE FORM, AND ANSWER EACH QUESTION. BRING IT WITH YOU OR EMAIL US THE RESULTS AT [AABASTARS@GMAIL.COM](mailto:AABASTARS@GMAIL.COM) AND INDICATE THAT ALL ANSWERS TO THE QUESTIONS ARE NEGATIVE AND INCLUDE THE PARTICIPANT'S TEMPERATURE. **IF YOU ANSWER YES TO ANY QUESTIONS OR IF YOUR TEMPERATURE IS 100.4 F OR HIGHER PLEASE "SELF ISOLATE," DO NOT COME TO THE FACILITY. IF YOU HAVE ANY ADDITIONAL SYMPTOMS CONSIDER CONTACTING A HEALTHCARE PROVIDER.** PARTICIPANTS WITH ADDITIONAL HEALTH CONSIDERATIONS SUCH AS DIABETES, IF YOU ARE IMMUNOCOMPROMISED, HAVE HEART PROBLEMS OR CANCER OR IF YOU ARE OVER 65, PLEASE BE EVEN MORE VIGILANT. **ALL PARTICIPANTS MUST WEAR A PROTECTIVE FACEMASK AT ALL TIMES. BRING YOUR OWN EQUIPMENT, DO NOT SHARE EQUIPMENT. SOCIAL DISTANCE AT ALL TIMES.** DRINK AMPLE FLUIDS BEFORE ARRIVAL. YOUR MINIMAL AMOUNT OF WATER FOR EACH DAY IS HALF YOUR BODY WEIGHT IN OUNCES. IF YOU WEIGH 150 LBS DRINK 75 OUNCES OF WATER. IF YOU ARE ACTIVE DRINK EVEN MORE. BRING YOUR OWN WATER BOTTLE TO HYDRATE. USE OUR HAND SANITIZING STATIONS AS NEEDED. TO MINIMIZE THE NUMBER OF PEOPLE IN THE FACILITY WE ASK THAT PARENTS AND GUARDIANS DROP OFF PLAYERS WITH THEIR FORMS AND WAIT OUTSIDE.

ALL AMERICAN BASEBALL ACADEMY CDC COVID-19 COMPLIANCE CHECKLIST							
Player's Name and Home Phone Number: (please print)	Name:			Home Phone:			
Appointment Date:		Temperature Reading:		Time In:		Time Out:	
PLEASE CHECK APPROPRIATE BOX IN RESPONSE TO QUESTIONS BELOW							
<b>CHECK THE BOX WITH YOUR ANSWER</b>						<b>YES</b>	<b>NO</b>
1. Have you had any known exposure to, or contact with, any individual with a confirmed case of COVID-19 within the last two weeks?							
2. Have you or anyone in your household traveled to a COVID-19 hot spot in the last two weeks?							
3. Do you have any of the following symptoms?							
a. Persistent cough?							
b. Shortness of breath or difficulty breathing?							
<b>Or at least two of these symptoms:</b>							
<b>c. Fever of 100.4 degrees F or higher? LIST TEMPERATURE HERE! ____ . ____ DEGREES F</b>							
d. Chills?							
e. Repeated shaking with chills?							
f. Muscle pain?							
g. Headache?							
h. New loss of taste or smell?							
i. Sore throat?							
<b>Signature:</b>				<b>Printed Name of Signer:</b>			