

# Old World Baseball

## OLD WORLD BASEBALL, LLC - WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**WAIVER:** In consideration of being permitted to participate in any way in connection with Old World Baseball, LLC (“OWB”), I, for myself, my child, my heirs, personal representatives and assigns, do hereby release, waive, discharge and covenant not to sue OWB and/or its members, directors, officers, employees, representatives, agents, team managers and coaches, and their respective heirs, successors and assigns, from all liability whatsoever from any and all claims, including, but not limited to, claims relating to the negligence of OWB and/or its members, directors, officers, employees, representatives, agents, team managers, or coaches, resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the trips and activities of OWB.

**ASSUMPTION OF RISKS:** Participation in OWB’s trips and activities (including, but not limited to, playing and practicing baseball or softball and traveling to, from and within Europe) carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the potential risks include (i) damage to, or loss of, personal property, (ii) contagious illnesses, such as Covid-19, (iii) minor injuries such as scratches, bruises and sprains, (iv) major injuries such as eye injury or loss of sight, joint, or back injuries, heart attacks and concussions, and (v) catastrophic injuries, including paralysis and death.

I have read the previous paragraph and I know, understand and appreciate these and other risks that are inherent in participation in OWB’s trips and activities. I hereby assert that my (or my child’s, as the case may be) participation in OWB’s trips and activities is voluntary and that I knowingly assume all such risks.

**INDEMNIFICATION AND HOLD HARMLESS:** I also agree to indemnify and hold harmless OWB and its members, directors, officers, employees, representatives, agents, team managers and coaches from and against any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees and costs, brought as a result of my (or my child’s, as the case may be) involvement in OWB’s trips and activities and to reimburse them for any such expenses incurred.

**SEVERABILITY:** I also agree that (i) this waiver, assumption of risks and indemnity (this “Waiver”) is intended to be as broad and inclusive as is permitted by the law of the State of Connecticut, (ii) this Waiver shall be governed by and construed in accordance with the laws of the State of Connecticut, and (iii) any suit or cause of action involving the terms of this Waiver shall be heard in the appropriate court of Fairfield County, Connecticut. If any provision of this Waiver is held to be illegal, invalid or unenforceable under any present or future law, such provision will be fully severable, this Waiver will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, the remaining provisions of this Waiver will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom and in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Waiver a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

**ACKNOWLEDGMENT OF UNDERSTANDING:** I have read this Waiver, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**By signing this form below, I hereby expressly confirm all of the foregoing:**

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Signature of Trip Participant

Date

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Name of Trip Participant (Print)

Trip Participant’s Date of Birth

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Signature of Parent/Guardian (if Trip Participant is under age 18)

Date

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Name of Parent/Guardian of Minor (Print)