

## Madison Little League, Inc. Borough of Madison, New Jersey

# Waiver and Release of Liability, Assumption of Risk, and Consent to Emergency Medical Treatment

#### >>> READ BEFORE SIGNING <<<

In consideration of being allowed to participate in any way in the Madison Little League Inc. athletic sports program (the "Program"), related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- The risk of injury and/or illness from the activities involved in the Program is significant, including the potential for serious injury, permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and,
- 2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to MRSA, influenza, COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk of exposure and/or infection through contact with or close proximity with an individual with a communicable disease; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation in the Program; and,
- 4. I willingly agree to comply with the stated and customary terms and conditions for participation in the Program. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such attention of the nearest official immediately; and,
- 5. I have reviewed and will adhere to all of New Jersey Governor's Executive Orders, The Centers for Disease Control and Prevention (CDC) guidelines, the New Jersey Department of Health guidelines, and all other applicable governmental guidelines or directives related to communicable diseases, including but not limited to COVID-19, in all respects while using Program facilities or participating in Program activities; and,
- 6. I authorize the provision of emergency medical or dental care which is deemed advisable by and is to be rendered by an emergency medical technician, paramedic, licensed physician or dentist. This authorization provides specific consent to any and all emergency diagnosis, treatment or hospital care which is deemed advisable. This authorization is given to the extent allowed by applicable law, and will be applied to emergency care only.

- 7. The Program's employees, representatives, and authorized media organizations may use your child's name, image, likeness or statements in efforts to promote activities and achievements. Your child may be featured in creative content, materials to train coaches, and/or materials used to increase public awareness of the Program through print, broadcast, and online media (including the Program website, social media sites, brochures, and other types of media). You acknowledge that you will not receive, nor have any claim to, monetary compensation for the use of your child's (children's) name, image, likeness or statements, nor will you be entitled to copies of the materials or have any rights thereto. Global access to the internet and social media sites does not allow us to control who may access content that may contain your child's (children's) name, image, likeness or statements.
- 8. I, for myself and on behalf of all my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS **Madison Little League Inc.**, and the **Borough of Madison, New Jersey**, their elected officials, commissioners, officers, officials, agents, volunteers and/or employees, other participants, sponsoring agencies, sponsors, advertisers and insurers ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 9. The parties agree that electronic acknowledgement of this agreement has the same force and effect as a manual signature.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND CONSENT TO EMERGENCY MEDICAL TREATMENT AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

### X ELECTRONICALLY ACKNOWLEDGED AT TIME OF REGISTRATION

#### FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the Program and his/her responsibilities for adhering to the rules and regulations of the Program. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in the Program as provided above, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## $\chi$ ELECTRONICALLY ACKNOWLEDGED AT TIME OF REGISTRATION