

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in athletic training, sports events, and related activities (whether singular or plural, hereinafter referred to as the “**Activities**”) provided by Maine Baseball and Softball Academy LLC, d/b/a The Edge Academy, a Maine limited liability company with a place of business located at 512 Warren Avenue, Portland, Maine 04103 (the “**Company**”). As lawful consideration for being permitted by the Company to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this “**Agreement**”).

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 reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, 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.**

Company cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing Company’s services or premises, or participating in the Activities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize Company’s services, enter Company’s premises, or participate in the Activities, 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 Company’s services, enter Company’s premises, or participate in the Activities. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Company’s services and premises in person or participate in the Activities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against Company and its owners, officers, directors, managers, officials, trustees, agents, employees, other representatives, affiliates, successors and assigns (collectively, “Releasees”) in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Company’s services and premises or participating in the Activities. I understand that this 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 shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to my and/or my children’s use of Company’s services or facilities, or my and/or my children’s participation in the Activities.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement, whether sounding in contract, tort or statute, shall be governed by and construed in accordance with and enforced under the internal laws of the State of Maine, without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Maine. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts of competent jurisdiction located in Cumberland County, Maine and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed:

Printed Name:

Address:

Date: _____

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 Agreement.

Signed:

Printed Name:

Address:

Date: _____