

Last Raps Baseball Corp. Waiver, Release, Assumption of Risks and Indemnity Agreement

**Waiver of Claims, Release of Liability, Assumption of Risks, and Indemnity Agreement
(Adults) (the "Agreement")**

WARNING: READ CAREFULLY!
THIS AGREEMENTS WILL AFFECT YOUR LEGAL RIGHTS
BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE
RIGHT TO SUE. YOU WILL AGREE TO ASSUME RESPONSIBILITY FOR CERTAIN RISKS AND
AGREE TO FULLY INDEMNIFY LAST RAPS BASEBALL CORP. FOR INJURY, PROPERTY DAMAGE,
ILLNESS AND DISEASE (INCLUDING COVI-19).
BY SIGNING THIS DOCUMENT, YOU WILL ACKNOWLEDGE AND AGREE THAT TRANSMISSION
OF COMMUNICABLE DISEASE (INCLUDING COVID-19) IS INHERENT RISK ASSOCIATED WITH
YOUR PARTICIPATION IN THE ACTIVITIES DESCRIBED BELOW.

I, the undersigned Participant, understand that this Agreement is a binding and legal agreement. Any clarification or questions or concerns must be raised before signing.

I understand that this Agreement is made for the benefit of Last Raps Baseball Corp. (the "**Corporation**") and its directors, officers, agents, representatives, employees, coaches, volunteers, members, participants, spectators, independent contractors, subcontractors, sponsors, successors and assigns Last Raps Baseball (collectively, the "**Releases**").

I understand that the Corporation will not permit me to participate in any activities, events, programs or services provided, organized, offered, arranged, sponsored or sanctioned by otherwise in any way connected with or to the Organization whether in the capacity as a coach or volunteer or a member, director, officer, agent, representative, employee, independent contractor, subcontractor of sponsor of the Corporation or otherwise, including, but not limited to, practices, games, competitions, tournaments, training or conditioning programs or sessions use of equipment, machines and facilities, orientation or instructional lessons or sessions and transportation to or from such activities, events, programs or services (the "**Activities**"), unless and until this Agreement is signed by the Participant. In consideration of permitting the Participant to participate in the Activities, I acknowledge and agree to the following terms:

1. Acknowledgement and Assumption of risks: I understand that there are many risks associated with my participation in the activities (the "**Risks**"). **I understand that COVID-19 is a significant health risk and carries a high risk of transmission through physical or shared contact.** I acknowledge that the Risks include, but are not limited to, serious personal injury, death, property damage, illness, and disease (i.e. communicable diseases such as COVID-19, MRSA, and influenza). I further acknowledge that I am in the best position to assess the impact that a communicable disease may have on me or on others with whom I may transmit such disease. Examples of the Risks include, but are not limited to personal injury, death, property damage or illness resulting from:

- Health: overexertion, dehydration, fatigue, traumatic injury, infections, rashes, and transmission of communicable diseases (including COVID-19, MRSA, and influenza), bacteria, parasites or other organisms or mutations thereof.
- Conduct: my own conduct and conduct of other persons, including any physical altercation between persons.
- Premises: defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe or irregular conditions on the field of play or other surfaces; extreme weather conditions; and travel to and from premises.
- Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipments within my ability.

I freely acknowledge that I am aware of the risks, dangers and hazards associated with or related to the activities and I accept and fully assume responsibility for the risks.

Participants Signature

Last Raps Baseball Corp. Waiver, Release, Assumption of Risks and Indemnity Agreement

2. Waiver of Claims, Release of Liability and Indemnity: I hereby agree as follows:

- I hereby waive any and all claims that I have or may have in the future against the Releasees in connection with my participation in the Activities.

- I hereby release and forever discharge the Releasees from and any and all liability for all loss, damage, expense, injury, death, property damage, illness or disease (including communicable diseases such as COVID-19, MRSA and influenza) that I, my next of kin or any other third party may suffer as a result of my participation in the Activities due to an cause whatsoever, whether arising from the Negligence of the Releasees, breach of any statutory or other duty (including but not restricted to the Occupiers Liability Act, R.S.B.C. 1996, c.303), breach of contract, mistake or error of judgement of the Releasees, or otherwise; and

- I hereby agree to indemnify and hold harmless the Releasees from any and all damages, loss or expense (including legal costs) of any kind resulting from any and all claims, demand, causes of action of any kind whatsoever including those involving negligence on the part of the Releasees that may be made or initiated by, or on behalf of me, arising out of or connected with my preparation for or participation in, or both, or travel to or from any of the activities, events and programs of the Releasees.

3. Representations: I am not relying on any oral, visual, or written representations or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Agreement.

4. Jurisdiction: I agree that this Agreement and all terms contained within are governed by the laws of the Province of British Columbia. Any litigation in any way relating to the Activities or to the matters addressed in this Agreement must be instituted in the Province of British Columbia.

5. Severability: If any provision(or part of any provision) in this Agreement is held unenforceable, such provision (or part of such provision) shall be severed and shall be inoperative, and the remainder of this Agreement shall remain in full force and effect.

I CONFIRM THAT I HAVE HAD SUFFICIENT TIME TO READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING ALL OF ITS TERMS, THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE AGREED TO THE TERMS FREELY AND VOLUNTARILY. I UNDERSTAND THAT THIS AGREEMENT IS BINDING ON MYSELF, MY HEIRS AND NEXT-OF-KIN.

Name of Participant

Date

Signature