

## WAIVER & RELEASE OF LIABILITY

**By signing this form you give up important legal rights!! Please read carefully!**

\_\_\_\_\_  
PARTICIPANT Full Legal Name (hereafter the “Participant”)

\_\_\_\_\_  
PARTICIPANT ADDRESS

\_\_\_\_\_  
UNIT

\_\_\_\_\_  
CITY

\_\_\_\_\_  
PROVINCE/STATE

\_\_\_\_\_  
PARTICIPANT Email (as applicable)

\_\_\_\_\_  
PARTICIPANT Cell Phone (as applicable)

\_\_\_\_\_  
PARENT / GUARDIAN Full Legal Name (hereafter the “Guardian”)

\_\_\_\_\_  
PARENT / GUARDIAN Email

\_\_\_\_\_  
PARENT / GUARDIAN Cell Phone

**BINDING AGREEMENT** – This is a binding legal agreement between the participant, the Guardian, and PRO TEACH BASEBALL INSTRUCTION INC. (“Pro Teach”), and is made as a condition precedent to the Participant’s admission to and participation in any programs, practices, games, workouts, camps, tournament, and events of Pro Teach from time to time (without limiting the generality of the foregoing, the “Activities”). Under this binding legal agreement, the Participant and the Guardian acknowledges and agrees to the following terms of admission to and participation in the Activities.

**FACILITIES** - Pro Teach may operate the Activities from time to time at its Facilities at 25 Whitlam Avenue in Etobicoke, Ontario (the “Centre”), and may also operate the Activities through adjacent or other physical locations in the Greater Toronto or Mississauga Areas including parking lots, baseball diamonds, fields, parks, and other areas (collectively with the Centre, the “Facilities”).

**RISKS & HAZARDS & EXTENT OF POSSIBLE INJURY OR HARM** – In consideration of the Participant’s admission to and participation in the Activities, the Participant (and, as applicable, the Guardian) hereby acknowledge that the Participant (and, as applicable, the Guardian) is/are aware of the risks and hazards associated with or related to baseball and related training generally and in the Activities specifically (the “Risks & Hazards”). For greater certainty, and without limiting the nature of the foregoing, the Risks & Hazards may include the Participant’s or spectators serious bodily injury, and in the worst case death. **Risks & Hazards may also include the contraction of communicable diseases like COVID 19, by means that may include, without limiting the generality of the foregoing, increased close direct or indirect physical contact with others and direct or indirect contact with shared or touched unsanitized equipment like joint use baseballs, bats, bases/plates, and Facilities.** In consideration of the Participant’s admission to and participation in the Activities, the Participant (and, as applicable, the Guardian) also hereby acknowledge that the

possible injury or harm to the Participant from the Risks & Hazards is real, material and significant (the “Extent of Injury or Harm”). For greater certainty, and without limiting the nature of the foregoing, the Extent of Injury or Harm may include major injuries, and in the worst case death. **The Extent of Injury or Harm may also include contraction by the Participant and/or the Guardian and/or a person directly or indirectly in later contact or proximity of either, of one or more communicable diseases including COVID 19.**

**DISCLAIMER & RELEASE** – By executing (signing) this WAIVER & RELEASE OF LIABILITY, and consideration of Pro Teach permitting the Participant to participate in the Activities at the Facilities, the Participant (and, as applicable, the Guardian, on its own behalf and on behalf of the Participant and any other persons entitled as parents or guardians of the Participants) hereby agree(s) to:

1. Release Pro Teach, its directors, officers, members, employees, coaches, instructors, volunteers, officials, participants, clubs, agents, sponsors, owners/operators or renters of the facility, independent contractors, representatives and Denny Berni (also collectively or singularly referred to here as the “Pro-Teach Extended Organization” or the “PEO”) from the Extent of Injury or Harm sustained or suffered by the Participant or Guardian and from any damage or loss of any kind sustained, suffered or incurred by a Participant or Guardian during, or as a result of any of the Activities at any of the Facilities, caused in any manner whatsoever including, but not limited to, arising from the negligence (including gross negligence) and/or the intentional actions /and/or the intentional omissions of Pro Teach and/or the PEO, or if arising from the negligence (including gross negligence) and/or the intentional actions and/or the intentional omissions of any other participant, parent, guardian or any other person directly or indirectly associated with the Activities and/or the Facilities at any time whatsoever, including releasing Pro Teach and the PEO from liability for any and all claims, demands, actions and costs including, but not limited to, breach of contract, breach of statutory duty of care or breach of any occupiers’ liability legislation, **and including any and all COVID 19 related claims whatsoever;** and

2. Assume all risks arising out of, associated with or related to the Participant’s admission to and participation in the Activities and/or the Participant’s and/or Guardian’s attendance at the Facilities including all the Risks & Hazards, and to be solely responsible for any Extent of Injury or Harm, including any losses or damages that sustained, suffered or incurred by the Participant or the Guardian, or any other participant, parent, guardian or any other person as a result of the Extent of Injury or Harm suffered or sustained by the Participant during, or as a result of any of the Activities at any of the Facilities or sustained by the Guardian as a result of attendance at any of the Facilities.

**EXCLUSION RE OBA REQUIREMENTS** – The Ontario Baseball Association (OBA) has published certain “Return to Play” protocols which include, among other things, various sanitization requirements (the “OBA RTP Rules”). The Parent and Guardian agree that in their entirety, the Return to Play protocols are excessive and agree that any omission on the part of Pro Teach or the PEO to the strict adherence to or the following of the OBA RTP Protocols cannot be a basis for challenging the all-encompassing intended scope of this agreement and waiver of liability. Neither Pro Teach nor the PEO are under the jurisdiction of the OBA or the OBA RTP Rules.

**RESPONSIBILITY FOR SAFE ACTION** – In consideration of the Participant’s participation in the Activities, the Participant (and, as applicable, the Guardian) hereby agree that the Participants shall be responsible for his or her own actions or omissions during the Activities and/or while in attendance at the Facilities, and shall ensure that the Participant’s actions and omissions are at all time safe, prudent and reasonable in the circumstances, and respect of the all other persons at or near the Facilities or directly or indirectly associated with the Activities.

**PROTECTIVE GEAR** – The Participant (and, as applicable the Guardian) understands and acknowledges that the Participant can lessen the Risks & Hazards and the Extent of Injury or Harm by wearing certified protective baseball specific equipment, including but not limited to, helmets, shin guards, facemasks, chest protectors, elbow pads, protective athletic support (jocks, jills, etc.) (collectively, “Baseball Protective Equipment” or “BPE”), and other “personal protective equipment” related to the lessening or prevention of possible contagious diseases like COVID 19, including but not limited to personal facemasks, rubber gloves, and use of hand and body sanitizing materials and equipment (collectively “Personal Protective Equipment” or “PPE”). The Participant (and, as applicable the Guardian) agree that if the Participant chooses not to wear BPE and/or PPE he or she is exposed to a much greater Risks & Hazards and the Extent of Injury or Harm. The Participant (and,

as applicable, the Guardian) acknowledge(s) that in making the choice to wear or not wear BPE or PPE that each has read and understood the conditions as described in the DISCLAIMER & RELEASE herein, or that the Guardian has read same and explained same to the Participant, as appropriate.

**ACKNOWLEDGEMENT (GENERAL & RE COVID 19)**– The Participant (and, as applicable the Guardian) expressly acknowledge(s) that each has read and understood this agreement, or that the Guardian has read same and explained same to the Participant, and that each of the Participant and, as applicable, the Guardian, understand(s) the rights, obligations, terms and conditions set forth herein. **The Participant (and, as applicable the Guardian) expressly acknowledge(s) that this agreement waives all right of action against Pro-Teach and the PTO in respect of COVID 19 related illness or death, and is intended to be of the widest possible scope.**

By signing this document, the Participant and/or Guardian acknowledge that the Participant, as the registered participant, and the Guardian as the lawfully authorized parent or guardian of the Participant, expressly consents to be bound by its terms and conditions and grant(s) to Pro Teach Baseball Inc. the rights set forth herein.

If the Participant is of the legal age of majority, the Participant acknowledges that the Participant is of the legal age of majority, has read and understood this agreement and is aware that by signing this agreement the Participant is waiving certain legal rights, and has executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, including his or her heirs, executors, administrators and representatives.

If the Participant is NOT of the legal age of majority, the Participant and the Guardian acknowledge that the Participant is not of the legal age of majority, that the Guardian has read and understood this agreement and explained the agreement to the Participant, and that the Guardian and the Participant are each aware that by the Guardian’s execution (signing) of this agreement, the Guardian is waiving certain legal rights, and has executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, the Guardian, and all other parents or legally authorized guardians of the Participant (“Other Guardians”), and including all of their respective heirs, executors, administrators and representatives (collectively, the “Successors”).

**TERM** – THIS AGREEMENT AND THIS WAIVER SHALL APPLY FROM 12:01 AM ON THE DATE SET OUT BELOW AND SHALL CONTINUE TO APPLY AND BIND THE PARTICIPANT INDEFINITELY.

**IF PARTICIPANT UNDER 19 YEARS OF AGE – As the above-noted** Guardian, I certify that I am the Participant’s lawfully authorized parent or guardian, and have read and agree to the above-noted terms and conditions, and hereby execute this agreement below on that basis and in that capacity. I acknowledge and understand that I will be binding the Participant and any of the Participant’s Other Guardians, including any Successors, in respect of same.

\_\_\_\_\_  
GUARDIAN Signature

\_\_\_\_\_  
yyyy-mm-dd

**IF PARTICIPANT 19 YEARS OF AGE (OR MORE) – As the above-noted** Participant, I certify that I am 19 years of age or more, and have read and agree to the above-noted terms and conditions, and hereby execute this agreement below on that basis.

\_\_\_\_\_  
PARTICIPANT Signature

\_\_\_\_\_  
yyyy-mm-dd