

“2022 BORAS BASEBALL CLASSIC OF ARIZONA”
ADULT WAIVER AND RELEASE, EXPRESS ASSUMPTION OF THE RISK,
INDEMNITY, HOLD HARMLESS, AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in any way in the activities and competitions that take place during the “2022 Boras Baseball Classic of Arizona” sponsored by THE BORAS FAMILY FOUNDATION, INC. (“SPONSOR”), including, without limitation, playing, training, managing, learning, practicing, exercising, competing, supporting, observing and spectating, volunteering, or for any other purpose or in any other capacity (hereinafter collectively “EVENTS”) and/or **IN CONSIDERATION OF** my ability to enter into or upon the premises, locations, and facilities where said EVENTS are or will be taking place. I, on behalf of myself and my personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively “UNDERSIGNED”) hereby:

1. **WAIVER AND RELEASE. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE BORAS FAMILY FOUNDATION, INC., THE BORAS CORPORATION, SCOTT BORAS, the operator, franchiser, organizer, and sponsor of the EVENTS, officials, rescue personnel, the facility and location owners, lessors, lessees, inspectors, surveyors, insurers, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, and all other persons or entities involved in the EVENTS (hereinafter collectively “RELEASEES”), FROM ALL LIABILITY to the UNDERSIGNED for any and all loss or damage and any claim or demands on account of INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH of the UNDERSIGNED arising out of or related to the UNDERSIGNED’s participation in any way in the EVENTS and/or the UNDERSIGNED’s presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even if caused by the ordinary NEGLIGENCE of the RELEASEES (hereinafter “LIABILITY”).** The LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary NEGLIGENT RESCUE EFFORTS, and ordinary NEGLIGENT enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary NEGLIGENT selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.
2. **MEDICAL CONSENT AND RELEASE: AUTHORIZE AND CONSENT TO RELEASEES providing and/or arranging for MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS to UNDERSIGNED in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED’s presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS from and against any and all LIABILITY arising therefrom.**
3. **LIKENESS RELEASE** Agree that by participating in the EVENTS, UNDERSIGNED agrees and acknowledges that my image, likeness, voice and/or biographical information (hereinafter collectively “LIKENESS”) may be recorded and that such recorded images or audio of UNDERSIGNED taken during participation in the EVENTS may be published, broadcast, transmitted or otherwise distributed worldwide in any form of media, with or without identification, for any purpose in connection with the EVENTS, without compensation to the UNDERSIGNED. Accordingly, UNDERSIGNED also hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** RELEASEES from and against all LIABILITY in any manner connected with the use and/or arising out of or related to the use or reuse of my LIKENESS (including without limitation, claims based upon harm to reputation, disparagement, invasion of privacy and/or publicity).
4. **INDEMNITY AND HOLD HARMLESS** Agree to **INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST INCLUDING BODILY INJURY OR PROPERTY DAMAGE** they may incur arising out of my presence at or participation in the EVENTS whether caused by the ordinary NEGLIGENCE of the RELEASEES or otherwise.
5. **EXPRESS ASSUMPTION OF THE RISK.** Acknowledge that the EVENTS are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This Agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of pulling muscles, breaking bones, severe cuts and bleeding, potentially leading to scars and scar tissue; injury to UNDERSIGNED’s eyes or vision, of head or neurological injury, internal injuries, suffering a disability or permanent injury, deformities, collisions between UNDERSIGNED with other persons and/or stationary, natural, or manmade objects; being struck by objects or equipment, tripping and falling, encountering imperfect and changing and varied property conditions and circumstances, exposure to bodily fluids, illnesses, and diseases from other participants, spectators and attendees, the unavailability of emergency medical care, and/or the improper acts or conduct of other participants or persons. I also expressly acknowledge that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**

6. **VOLUNTARY PARTICIPATION AND INFORMED CONSENT.** Acknowledge that there are inherent dangers related to the EVENTS. UNDERSIGNED agrees that he or she will not participate in the EVENTS or utilize the facilities if he or she is under the influence of drugs or alcohol or if there is any other physical condition that may impair his or her ability to understand instructions or to participate without creating risk to others or himself or herself. UNDERSIGNED acknowledges that he or she has been informed that **HIS/HER PERSONAL SAFETY CANNOT BE GUARANTEED.** It is the UNDERSIGNED's responsibility to: (1) fully disclose any health issues or medications that are relevant to his or her participation in the EVENTS; (2) inform the SPONSOR or its employees if there are any activities or aspects of the program about which he or she does not feel comfortable; (3) cease his or her participation and promptly report to the SPONSOR or its employees any unusual feelings or physical discomfort; and (4) clear his or her participation with his physicians. UNDERSIGNED bears the responsibility to obtain, review, and follow all rules, regulations and instructions associated with the EVENTS. UNDERSIGNED knows the nature of the EVENTS and his or her experience and capabilities. UNDERSIGNED believes that he or she is qualified to participate in the EVENTS and that the personal benefits of participation outweigh the risks and dangers associated therewith. UNDERSIGNED agrees to inspect the facility and equipment to be used by him or her and with which he or she may come into contact.

7. **JURISDICTION/CHOICE OF LAW.** Agree that this Agreement is to be interpreted and enforced under the laws of the State of California, and it shall in no way be deemed an admission of fault, negligence or liability of any type of nature on the part of the RELEASEES. Any and all disputes arising out of this Agreement or UNDERSIGNED participation in the EVENTS, whether in tort, contract, or otherwise, shall be adjudicated in the Superior Court of California, County of Orange.

8. **COVID-19 AND OTHER COMMUNICABLE DISEASES:** Agree, understand, and acknowledge, that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention ("CDC"), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I also acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that you will expose others that you later encounter, even if you are not experiencing or displaying any symptoms of illness.

I acknowledge and agree that participating in the EVENT is voluntary and by doing so I assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any RELEASEE, including the enforcement or nonenforcement of federal, state and/or local health and safety guidelines relating to the transmission of COVID-19 and other communicable diseases.

9. Agree that this Agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law. I acknowledge that I was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this Agreement.

AGREED AND ACCEPTED:

DATED: _____

PARTICIPANT NAME (PRINT)

SIGNATURE

DATE OF BIRTH

SIGNATURE OF WITNESS