## MILWAUKEE BANGERS BASEBALL – LIABILITY AND IDEMNIFICATION WAIVER

- 1. By placing my name on this page, as a player and/or as an individual participating on the team set forth herein or as assigned by Milwaukee Bangers Baseball Club, Inc. (MBB) officials, I hereby consent and agree to the following parameters as conditions of participation in MBB practices, games, leagues, tournaments, events, and/or other functions.
- 2. I am aware of the team rules and guidelines regarding player conduct and I am aware that these rules apply to me and this team.
- 3. I understand that violation of any part of this contract or team rules and guidelines can result in disciplinary action against me, including suspension from play, or permanent expulsion from this team and/or MBB practices, games, leagues, tournaments, events, and/or other functions.
- 4. I understand that MBB reserves the right to refuse any player or team permission to play in any MBB event, including practices, games, leagues, tournaments, events, and/or other functions.
- 5. I understand 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 COVID-19 or other medical conditions. I understand it is impossible to eliminate that risk, and that I could be exposed to and/or become infected through contact with, or being near, an individual with a communicable disease.
- 6. I realize that the total responsibility of any personal injury, accident, illness, disability, death, property damage, lawsuit, legal issues, and/or other occurrence to any person, place, or thing, including me and mine, that occurs due to my actions or the actions of others while I am participating in any MBB practice, game, league, tournament, event, and/or other function, is solely mine.
- 7. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, and assume all and full responsibility for my participation in any MBB practice, game, league, tournament, event, and/or other function.
- 8. I will not possess or consume any alcoholic beverages or drugs at any time prior to an MBB practice, game, tournament, or event, on the playing field, in the dugouts, bleachers, or other areas near or around the playing field, or within on hundred (100) yards of the playing field facility, including, but not limited to, the parking lots of any facility.
- 9. I understand that photographs or video footage may be taken of me while participating in MBB practices, games, leagues, tournaments, events, and/or other functions. I consent to photographs or videos of me being used on the MBB website, MBB social

- media, separate organization's websites, separate organization's social media, and member's individual social media accounts.
- 10. In consideration of the foregoing and being allowed to participate in the MBB activities or functions, including, but not limited to, practices, games, leagues, tournaments, events, and meetings, and intending to be legally bound for myself, my heirs, executors and administrators, I do hereby release and discharge MBB, including but not limited to, its officers, directors, agents, contractors and employees, any city, county and/or state organization or any other governing body that may have jurisdiction over any baseball field or other facility that I and the team might play on, any other owners, lessors or provider of fields or facilities (whether privately held or otherwise), any umpires or umpire organizations, and their respective officers, directors, agents, contractors, employees and other players in the association, jointly and severally, from any and all liability from personal injury, accident, illness, disability, death, property damage, legal issue, lawsuit or other occurrence which I and the team may suffer in any manner whatsoever arising out of or resulting from my participation in this league or any MBB activity or function held in conjunction therewith; and I expressly assume all risk of my participation in these activities or functions.
- 11. I have read this document in its entirety. I understand and agree to its content. I understand and agree that this document, my understanding of it, and my consent applies to any MBB practice, game, league, tournament, and/or other function that I participate in going forward.

| Player Signature: _ | <br> | <br> |
|---------------------|------|------|
| Player Name:        |      |      |
| Date:               |      |      |

12. I am playing at my own risk. \_\_\_\_\_