## NSA-BPA • DIRECTOR • STAFF • UIC • UMPIRES Infectious Disease/COVID-19 Waiver & Release of Liability

			**Use TWO PAGES if Needed**
TOURNAMENT DIRECTOR:	TOURNAMENT UIC	STATE	Paseball Players
EVENT NAME:	EVENT CITY	EVENT DATE	Association

## • READ BEFORE SIGNING • EACH PERSON IS REOUIRED to INDIVIDUALLY SIGN for EACH WEEKEND they attend an NSA/BPA Event.

In consideration of the opportunity to participate in activities and events ("Event") organized, arranged or managed by National Softball Association, Inc. and/or Baseball Players Association, Inc., (collectively "Company"), whose registration process requires me to accept this agreement, I hereby agree to the following infectious diseases/COVID-19 Waiver and Release of Liability (Agreement), which is in addition to any and all other waivers and releases I may, or universe in the following infectious diseases/COVID-19 Waiver and Release of Liability (Agreement), which is in addition to any and all other waivers and releases I may, or will sign

- 1.
- Acknowledgment of Health: I certify that I have not had any of the following within the past 14 days: Cough Shortness of breath or difficulty breathing Fever Chills Repeated shaking with chills Muscle pain Headache Sore throat • New loss of taste or smell • A diagnosis of COVID-19 or other infectious disease • Close contact with anyone who has a diagnosis of COVID-19.
- 2. Waiver and Release of Liability: My participation in the Event is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, Risks). Accordingly, I agree to the following:
  - a. I hereby release and hold harmless Company, its officers, directors, employees, agents, volunteers, and contractors (collectively, Releasees) from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks (Claims), including those caused by the negligent acts or omissions of any or all of the Releasees.
  - b. I recognize the physical exertion involved in the event and attest and certify that I am physically fit to compete safely, and I have not been advised otherwise by a health care professional.
  - c. As between each of the Releasees and me, I will be solely responsible for any costs related to loss or damage to my property, and all medical and related bills that I may incur other than from injury, that may arise as a result of my participation in the Event, including those sustained on the premises where the Event is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.
  - d. I agree to follow all state and local laws and regulations regarding use of personal protective equipment, social distancing, etc.;
  - e. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

## 3. General Provisions:

- a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state where each individual Event is being held without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the federal or state courts located in the state where each individual Event is being held, and that for such purposes, I expressly submit to the jurisdiction of such courts.
- b. This Agreement, along with any related waivers and releases, contain the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.
- c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.
- 4. Independent Contractor: The relationship between a registered Umpire, UIC, Director or Staff and the NSA or BPA is that of an Independent Contractor: A registered Umpire/UIC/Director or Staff understands and acknowledges that the NSA/BPA is not his/her employer and therefore is not responsible for withholding federal, state or local taxes or social security. As an independent contractor an umpire/UIC/Director or staff is not entitled to Worker's Compensation coverage. In consideration for receiving and accepting the opportunities presented by the NSA/BPA, the undersigned agrees to be bound by the rules and bylaws of the NSA/BPA, including but not limited to conduct on and off the field, job performance, and all disciplinary procedures levied by the NSA/BPA. I further agree that my photographs, pictures, slides or movies taken or made by NSA/BPA, their employees, officers and directors, in connection with my participation in the NSA/BPA either Leagues or Tournaments, or any reproduction of the same may in any manner be used by NSA/BPA or by any person. corporation or association authorized by NSA/BPA be used by NSA/BPA or by any person, corporation or association authorized by NSA/BPA.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Event.

FULL NAME - PRINT or TYPE -	UMPIRE • UIC • DIRECTOR • STAFF SIGNATURE	DATE	FULL NAME - PRINT or TYPE -	UMPIRE • UIC • DIRECTORS • STAFF SIGNATURE	DATE