**Liability Waiver and Release**

This Liability Waiver and Release Agreement (the "Agreement"), is entered into by and between Woodbury Terriers, LLC (the "Team") and the undersigned participant and participant's legal guardians (the "Family"), collectively referred to as the "Parties."

The Team organizes and facilitates youth baseball activities, providing an opportunity for participants to develop their skills in a team environment. The Family desires for their child to participate in the Team's activities and acknowledges the inherent risks associated with such participation.

The Parties recognize that baseball is a physical sport that may involve, among other risks, the potential for injury or illness, including communicable diseases such as MRSA, influenza and Covid. The Family acknowledges their understanding of these risks and assumes full responsibility for any injuries, illness, or damages that may result from their child's voluntary participation.

The Team has established rules and requirements for participation, which the Family agrees to adhere to, in order to promote safety and enjoyment for all participants.

Accordingly, the Parties agree as follows:

1. **Acknowledgement of Risks.**

1.1 Description of Risks. The Family acknowledges that participation in sports activities, specifically baseball, inherently involves potential risks and dangers that may lead to illness, bodily injury, partial or total disability, paralysis, and even death. These risks may arise from the actions, negligence, or conduct of the participants or others, the condition of the premises, or the performance or non-performance of any staff member or volunteer. The risks associated with the activities may be foreseeable or unforeseeable, and include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, coaches, volunteers, and spectators.

1.2 Acceptance of Risks. By signing this Agreement, the Family expressly acknowledges the risks outlined in Section 1.1, including the potential for illness, serious bodily injury, death, or property damage. The Family affirms that they have had sufficient opportunity to seek legal advice regarding this Agreement and voluntarily agree to assume all risks associated with the participation of their family member(s) in the Team's activities, to the fullest extent permitted by law. The Family's agreement to this Acknowledgement of Risks is a precondition for the family member(s)' participation in the Team's activities and is being made in consideration for allowing their participation.

1. **Release and Waiver of Liability.**

2.1 Release of Claims. The Family hereby acknowledges that participation in sports activities, specifically baseball, inherently involves potential risks and dangers, including but not limited to bodily injury or harm. In consideration of the Team allowing the Family's participation in such activities, the Family agrees to release the Team, its affiliates, officers, directors, agents, employees, and volunteers (collectively, the "Released Parties") from any and all claims, liabilities, demands, damages, or causes of action, known or unknown, arising out of or related to the Family's participation in any events, activities, or presence on premises associated with the Team.

2.2 Waiver of Claims. The Family expressly waives any claims against the Released Parties that may arise now or in the future as a direct or indirect result of any injury, loss, or damage that the Family may suffer as a result of the Family's voluntary participation in the Team's activities, to the fullest extent permitted by law. This waiver includes, but is not limited to, claims of negligence against the Released Parties. The Family understands that this waiver does not extend to any acts of gross negligence or intentional, willful, or wanton misconduct by the Released Parties.

By signing this Agreement, the Family affirms that they have read and understood the terms of this Release and Waiver of Liability, and they agree to be bound by them. The Family acknowledges that they are giving up substantial rights, including the right to sue. The Family signs this document voluntarily and without any inducement or assurance of any nature, and they intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Release and Waiver of Liability is held to be invalid, the balance shall continue in full force and effect.

1. **Indemnification.**

3.1 Indemnification Obligations. The Family agrees to defend, indemnify, and hold harmless the Team, its directors, officers, employees, agents, volunteers, and other representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with the Family's participation in the Team's activities, including, but not limited to, any claims of negligence, injury, or damage. This indemnification obligation will survive the termination or expiration of this Agreement and will apply to any claims made or any losses incurred due to the Family's participation in the Team's activities.

3.2 Scope of Indemnification. The indemnification obligations of the Family as set forth in Section 3.1 ("Indemnification Obligations") shall extend to any claim, proceeding, liability, cost, expense, or demand, including but not limited to those related to personal injury, death, or damage to personal property, that may arise from or relate to the Family's participation in any of the Team's activities. The Family's obligation to indemnify the Indemnified Parties shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Team under workers' compensation acts, disability benefit acts, or other employee benefit acts.

1. **Governing Law and Jurisdiction.**

4.1 Governing Law. This Agreement, and any dispute arising out of the subject matter of this Agreement, shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to its conflict of law principles. The Team and the Family hereby agree that the substantive laws of Connecticut shall exclusively apply to any actions or claims under this Agreement, to the extent that such application of the law does not deprive either party of any mandatory protections under applicable law.

4.2 Jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of the federal and state courts located in Connecticut for the purpose of any suit, action, or other proceeding arising out of this Agreement or the subject matter hereof brought by either the Team or the Family or their successors or assigns. The Team and the Family acknowledge that the forum chosen by this Section 4.2 affects substantial rights and they have obtained sufficient information to make an informed decision regarding the choice of forum. The parties further agree that they will not challenge the personal jurisdiction or venue in any such court, nor will either party bring any action relating to this Agreement in any court other than the aforesaid courts.

1. **Severability.**

5.1 Severability Clause. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated. The parties hereby agree to substitute for any invalid or unenforceable provision a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid or unenforceable provision. This Severability Clause shall not be applied to the extent that it would produce a result which is contrary to the public policy of the State of Connecticut or which would cause any provision of this Agreement to be void, voidable, or unenforceable under any applicable law.

1. **Entire Agreement.**

6.1 Entire Agreement Clause. This Agreement constitutes the full and entire understanding and agreement between the Team and the Family regarding the subject matter hereof, and supersedes all prior agreements, understandings, representations, and warranties, both written and oral, regarding such subject matter. The Family acknowledges that in entering into this Agreement, they have not relied on any representation, warranty, promise, assurance, or agreement of any kind made by or on behalf of the Team other than those set forth expressly in this Agreement.

6.2 No Amendment
 No amendment, modification, or supplement of any provisions of this Agreement will be valid or effective unless made in writing and signed by a duly authorized representative of both the Team and the Family. This Agreement may not be altered, supplemented, or interpreted by any oral agreement or by any course of dealing or performance under this Agreement.

6.3 Opportunity to Consider
 The Family further acknowledges that the Team has provided them with sufficient time and opportunity to read the entire Agreement, to consult with legal counsel should they wish, and to fully understand the terms and conditions contained herein, including the Acknowledgement of Risks and the Release and Waiver of Liability sections.

6.4 No Waiver
 Any provision of this Agreement found by a court of competent jurisdiction to be unlawful, void, or unenforceable will not affect the validity and enforceability of any remaining provisions. The parties intend that the remaining provisions of this Agreement continue in full force and effect, except for any such unlawful, void, or unenforceable provision, which shall be modified to the extent necessary to render it valid and enforceable while preserving to the fullest extent permissible the intent and agreements of the parties herein.

6.5 Venue
 This Agreement is governed by and construed in accordance with the laws of the State of Connecticut, without giving effect to any choice or conflict of law provision or rule. The Team and the Family hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Connecticut for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in such courts).

This Agreement shall be effective upon the signature of the parties, as indicated below. The undersigned hereby acknowledge that they have read, understood, and agreed to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

Woodbury Terriers, LLC ( the “Team”)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Title:
Date:

For the Family:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Name:
Date:

I understand the seriousness of the risks and responsibilities of participating in this program, my personal responsibilities for adhering to the rules and regulations and accept them as a participant.

Participant:

Name:

Date: