

WAIVER & RELEASE OF CLAIMS, INDEMNITY AGREEMENT  
AND ASSUMPTION OF RISK (“WAIVER”)

The following must be carefully read and signed by a (“Parent/Guardian”) in consideration of their child being permitted to participate in the 2021 Town of Binghamton Baseball/Softball Program. As used in this Waiver, the term “Releasees” is defined to include the following: Town of Binghamton, its employees, Board members, agents and representatives.

1. In consideration of the Town permitting the Baseball/Softball Program to take place during the 2021 season, on behalf of the Parent and/or Guardian and the child, and the assigns, heirs, executors, successors, the Parent and/or Guardian understands, agrees and represents as follows:
  - a. He/she acknowledges that participation in the Town Program is voluntary.
  - b. He/she has considered the risks of having their child participate in the Town Program during the Coronavirus pandemic and;
  - c. He/she acknowledges and agrees to supply their child’s own equipment for the program to include but not limited to gloves, bats, helmets, catchers safety equipment and;
  - d. He/she will adhere to the cleaning and disinfecting of all sports equipment with the appropriate cleaning items and;
  - e. He/she will make sure that their child will have a mask on at all times when social distancing is not able to be kept and;
  - f. He/she acknowledges that reasonable attempts will be made by the coaches to have the coaches and players remain at least 6 feet apart at all times and;
  - g.
2. Parent or Guardian understands and agrees that in the event of their child testing positive for the COVID-19 virus or becoming symptomatic that they will immediately contact the Town of Binghamton Director of Youth Activities, Christopher Streno.
3. Parent or Guardian understands and agrees that he/she will comply with all rules, policies and procedures of the Town, County Department of Health and New York State guidelines and follow any instructions given by Town employees, agents or representatives relative to safety of their child in the Town Program.
4. Parent or Guardian understands and agrees to indemnify and hold harmless the Releasees from all liability, damage or cost they may incur during the course of the Town Program, whether or not caused by the acts, omissions, active or passive negligence of the Releasees.
5. Parent or Guardian hereby releases and covenants not to sue the Releasees from any responsibility or liability for personal injury, including death, and damage to or loss of use, that the child or Parent or Guardian may incur due to the acts, omission or negligence of Releasees and/or due to the actions or inactions of the child, and/or due to accidental occurrences arising while the child is on Town premises and/or engaging in activities pursuant to this Waiver.
6. Parent or Guardian warrants that he/she has read this Waiver, understands its contents, and will abide by its terms.

I authorize my child, \_\_\_\_\_ to participate in the 2021 Town of Binghamton Baseball/Softball Fall Season. I have carefully read the forgoing and fully understand its contents. I acknowledge that by signing this authorization and waiver form I will not hold the Town of Binghamton, its employees, Board Members, agents and representatives responsible for any claims, injuries or damages that may occur to my child or to me by such participation.

---

Parent or Guardian Signature

---

Date