



RELEASE OF LIABILITY FOR MINOR PARTICIPANTS (“AGREEMENT”)

PLEASE READ BEFORE SIGNING:

Comets Youth Sports, Inc. (“Organization”) is a North Carolina, Non-Profit travel softball organization designed to promote and enhance the mental, physical, and social well-being of young women within the atmosphere of a team.

IN CONSIDERATION OF being allowed to participate in any way in the Organization, whether involving team or related events and activities (“Activities”), including practices and tournaments, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness (ex. communicable diseases such as MRSA, influenza, and COVID-19) to my child/ward from the Activities involved in the Organization is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I, my child and or children, and my spouse (collectively “Family”), could become infected through contact with or close proximity to an individual with a communicable disease;
3. FOR MY FAMILY, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child’s participation in the Organization and its related Activities; and
4. I willingly agree to comply with the Organization’s stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence, significant concern in my child’s readiness for participation, and/or in the Organization itself, I will remove my child from participation and bring such hazard and/or concern to the attention of the nearest official immediately; and,
5. I, for my Family and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS COMETS YOUTH SPORTS, INC., its directors, officers, officials, agents and/or employees, coaches and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child’s

involvement and/or participation in the Organization and its related Activities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

APPLICABLE LAW: This agreement is governed by and shall be construed in accordance with the laws of the state of North Carolina, without any reference to its choice of law rules.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. I ALSO AGREE THAT ANY INVALID PROVISION WILL BE MODIFIED OR PARTIALLY ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW TO CARRY OUT THE PURPOSE OF THE AGREEMENT.

PARENT'S/GUARDIAN'S SIGNATURE. By signing this Agreement, parent or legal guardian agrees to the above statements and verifies that the player's date of birth is correct. Parent or legal guardian of each youth player must sign below. FOR PARENT/GUARDIAN OF PARTICIPANT OF MINORITY AGE: This is to certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

I, the parent/guardian, assert that I have explained to my child/ward: the risks of the Activities, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands the agreement.

Name of Child/Ward (Print): _____ Age of Child/Ward: _____

Name of Parent/Guardian (Print): _____

Parent/Guardian Signature: _____

Date Signed: _____

UNDERSTANDING OF RISK

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

Name of Child/Ward: _____

Signature of Child/Ward: _____

Date Signed: _____