

Minor Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT, YOU ARE RELEASING THE BIG 26 BASEBALL CLASSIC® AND ITS ADMINISTRATORS, OFFICERS, AND RELATED ENTITIES REFERENCED WITHIN FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFORE. WE ENCOURAGE YOU TO REVIEW THIS DOCUMENT WITH THE MINOR IT NAMES.

The Big 26 Baseball Classic® is operated by Hershey Harrisburg Sports & Events Authority (HHSE). HHSE is a division of Visit Hershey & Harrisburg, a 501c6 Destination Marketing Organization doing business at 3211 N. Front Street, Harrisburg, Pennsylvania.

Assumption of Risk

I, in my legal capacity as parent/guardian of the minor named below (“Minor”), declare that the Minor is physically fit and able to participate in the Big 26 Baseball Classic® without any undue risk. I acknowledge and agree that any use of facilities, services, equipment and premises (“Facilities”) rented or otherwise used by the Big 26 Baseball Classic® and any participation in the Big 26 Baseball Classic® programs and activities including but not limited to the game of baseball (“Programs”) comes with inherent risks including, but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease. Further, I understand that participation in Programs may involve direct or indirect contact with other participants which may result in exposure to illness-causing pathogens including but not limited to Covid-19. I voluntarily, for myself and Minor, accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs. I agree that I have full knowledge of the nature and extent of all such risks and am not relying on all such risks being described in this document.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of Minor’s use of Facilities and participation in Programs I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor that The Big 26 Baseball Classic®, its officers, directors, agents, employees, volunteers, insurers, representatives, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”) will not be liable for any personal injury, property damage, disability, death, sickness or disease incurred by Minor, however occurring including, but not limited to, the negligence of Releasees. I understand that Minor and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness, or disease sustained from the use of Facilities and participation in Programs. I further agree, in my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and any and all legal successors and proxies, to release and **HEREBY DO RELEASE, WAIVE AND COVENANT NOT TO SUE** Releasees from any causes of action, claims, suits, liabilities or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which Minor, myself, and any and all legal successors and proxies may have, now or in the future, against Releasees on account of personal injury, property damage, disability, death, sickness, disease or accident of any kind, arising out of or in any way related to the use of Facilities or participation in Programs, whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to, the negligence of Releasees.

In further consideration of the use of Facilities and participation in Programs, I, in my legal capacity as parent/guardian of Minor, agree on behalf of myself and Minor to **INDEMNIFY AND HOLD HARMLESS** Releasees from any and all causes of action, claims, demands, losses, suits, liabilities or costs of any nature whatsoever, including claims of negligence, arising out of or in any way related to the use of Facilities and participation in Programs. I have signed this document freely and understand it to be an unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Minor Name (Print Clearly)

Date

Parent/Guardian Name (Print Clearly)

Parent/Guardian Signature