

## WAIVER AND RELEASE OF LIABILITY

**(UPDATED July 2020)**

This agreement (the "Agreement" or "Release") is made by and between LYRAY LLC d/b/a/ BEACON SPORTS located at 105 2nd Street, Emerson, Georgia 30137 ("BEACON SPORTS" or "We") and \_\_\_\_\_ ("I" "me" "my" "you" "your" or "yourself"). By reading and signing this Agreement, I, the undersigned, my family, spouse, heirs, estate, executors, partners, domestic/life partner, administrators, and successors and/or assigns (hereinafter collectively referred to as "I") hereby agree to release and hold Beacon Sports harmless from, and assume all responsibility for, all claims, demands, injuries, damages, actions or causes of action to persons or property, arising out of or in connection with participating in baseball practice/games, softball practice/games, speed & agility, camps, pitching, batting, catching, hereinafter referred to as (the "Activity") and my use of Beacon Sports' facilities, risk of injury while premises, or services, regardless of the physical location of where the services are provided, private or public property, including, without limitation, sports fields, courts, or similar sport facilities, parking lots, lobbies, hallways, exercise areas, locker rooms, steam rooms, pool areas, whirlpools, saunas, showers and dressing rooms (collectively the "Facilities").

I understand and acknowledge that there is a risk of injury while participating in baseball practice/games, softball practice/games, speed & agility, camps, pitching, batting, catching, hereinafter referred to as (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability Agreement and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Beacon Sports, , their affiliates, managers, members, agents, attorneys, staff, contractors, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I hereby represent that: [a] I am in good physical condition and have not been advised by any physician, nor am I aware of any disabilities, illnesses, or other conditions that could prevent me from participating and using Beacon Sports' Facilities and/or equipment without injuring myself or impairing my health; [b] I have consulted my primary care physician(s) and/or any physician specialist(s) that I consult regarding my health (collectively "Physicians") concerning an exercise program; and [c] I have disclosed to my Physicians the activities that I will undertake in working with Beacon Sports and my Physicians have placed no restriction on my activity or if such a restriction(s) exists, I have disclosed the restriction(s) to Beacon Sports in writing in \_\_\_\_\_ and provided any updates in the attached form in Attachment A which is made a part hereof and incorporated herein. I understand and acknowledge that, if I decide to participate in exercise activities and use any exercise equipment or machinery without the approval and/or knowledge of my Physicians, I assume all responsibility for my participation and activities without any exception. Beacon Sports reserves the right to exclude you from any Activity without written clearance from your physician.

I am voluntarily participating in the aforementioned Activity and agree that I am participating in the Activity entirely at my own risk. I am aware of the risks associated in participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, or the condition of the Activity location (s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this Activity.

I agree to indemnify, defend and hold harmless Beacon Sports against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by

anyone else acting on my behalf. If Beacon Sports incurs any of these types of expenses, I hereby agree to fully reimburse Beacon Sports.

I certify that I have sufficient life, health, accident and/or disability insurance to cover any injury or damage I may cause or suffer while participating in the above-mentioned activities, in any form or location/venue, or else I agree to bear the costs of such injury or damage myself.

I acknowledge that Beacon Sports and their directors, officers, contractors, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Beacon Sports.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and economic or property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read and understand the CDC Concussion Awareness Program. This document can be found on [www.Beaconsports.com](http://www.Beaconsports.com) or by visiting [www.cdc.gov/headsup/youthsports](http://www.cdc.gov/headsup/youthsports). This Concussion Awareness Program document is also posted at the entrance of Beacon Sports.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge Beacon Sports and all of its affiliates, managers, members, agents, attorneys, staff, contractors, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Beacon Sports for personal injury or property or other damage.

To the extent that statute or case law does not prohibit releases for negligence, this Release is also for negligence on the part of Beacon Sports, its agents, and employees. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense. I UNDERSTAND AND AGREE THAT Beacon Sports WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR MY CHILD(REN) ARE INJURED. I hereby represent, affirm and I certify that I am physically able to participate in all activities at the Location without aid or assistance. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

I acknowledge that I have read the rules, (the "Beacon Sports Safety Standards, Rules and Regulations" outlined below and also found on Beacon Sports website, [www.beaconsports.com](http://www.beaconsports.com) governing my and/or my child(ren)'s participation in any activities at the Location. I certify that I have explained the Beacon Sports Rules to the child(ren) listed in this waiver. I understand that the Beacon Sports Rules have been implemented for the safety of all guests at the Location, including myself, my player(s), my team(s) my students and/or my child(ren). I acknowledge that failure to follow the rules could result in the expulsion of myself, my player(s), my team(s), my students and/or my child(ren) from the Location.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, and Beacon Sports agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties.

**SUPPLEMENTAL WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

In consideration of being allowed to participate in sports and athletic activities at Beacon Sports as well as related events and activities, the undersigned hereby acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, HIV, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. 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 participation; and,
3. I willingly agree to comply with the stated any and all ~~customary~~ terms and conditions for participation as it regarding protection against infectious diseases. This includes rules on hygiene, social distancing and use of personal protection equipment, including, without limitation, mask wearing and the monitoring of my temperature.
4. If I observe and any lack of compliance with instructions, unusual or significant hazard during my presence or participation, I agree to remove myself from participation and bring such noncompliance or hazard to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS LYRAY LLC (DBA Beacon Sports) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
6. I hereby agree that if I or members of my household, school or workplace are diagnosed as positive for the COVID-19 virus, I will immediate notify Beacon Sports of the diagnosis and will not attend any Beacon Sports events until cleared medically by a physician, which shall include two (2) negative tests and after a 14-day isolation period.
7. If you, a member of your household, family or friends are consider to have higher risk factors and may be more susceptible to contacting an illness, it is highly recommended that that person avoid attending any Beacon Spots activities.

**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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/legal guardian: \_\_\_\_\_

Parent or legal guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

## **SAFETY STANDARDS, RULES AND REGULATIONS (rev.July 2020)**

*Any person unwilling to comply with the Safety Standards, Rules and Regulations of Beacon Sports may be denied access to, and shall not be entitled to any refunds from Beacon Sports.*

### **1. SAFETY STANDARDS:**

- A. All participants under 16 must be **accompanied** by either a coach, guardian or parent while in the arena.
- B. Beacon Sports utilizes **security cameras** on-site which records video and audio of patrons of the facility. By entering Beacon Sports you are consenting to being videotaped while in the facility.
- C. Parents and other visitors are encouraged to **view activities through the windows in the reception area**. However, parents and visitors may, at their own risk (as they will not be covered by insurance) be seated on the benches located in the designated areas on the sidelines behind the nets to view activities, to the extent of available space, as long as they do not interfere with the players.
- D. Sneakers, turf shoes or molded cleats no longer than 1/2 inch are the only type of footwear that may be worn on the turf fields, **NO METAL CLEATS CAN BE WORN INSIDE BEACON SPORTS AT ANY TIME.**
- E. All participants must wear shoes, shirts and pants at all times and must wear protective gear (ie Helmets, Pads, chest protectors, etc.) based on their activity, and, if instructed, personal protection equipment including, without limitations, masks.
- F. Batters must wear batting helmets inside the batting cages at all times
- G. Any person injured at Beacon Sports must file an incident report at the front desk prior to leaving the facility **on the date of the incident**. This can be filed by either the athlete (**16 years and older only**), parent, coach, or guardian.
- H. **NO MORE THAN 4 PARTICIPANTS PER BATTING CAGE WILL BE ALLOWED INCLUDING THE PERSON PITCHING THE BALL AT A BATTER.**
- I. The parking lot at Beacon Sports may not be utilized for anything other than parking vehicles (i.e. no ball playing, skateboarding, etc...). Any person violating this regulation shall be personally and vicariously liable for any damage caused to persons or property.
- J. No running, or throwing or kicking of any balls, frisbees, or any other objects, etc. whatsoever, is permitted in any of the interior areas of Beacon Sports other than on the turf field.

### **2. FOOD, DRINK, SMOKING & GARBAGE**

- A. **NO FOOD** of any type may be brought onto the turf fields or sidelines. Food may only be eaten in the interior common areas of the facility. This includes "Sunflower Seeds," "GUM" and Candies."
- B. Smoking or vaping of any kind is absolutely prohibited while inside Beacon Sports. **No chewing tobacco may be utilized by any person while inside Beacon Sports.**
- C. Drinks of any type **MUST BE** contained within a sports bottle or container with lid.
- D. No alcoholic beverages of any type are allowed on Beacon Sports premises at any time.

E. Coaches/parents/participants are responsible for **ensuring that all waste/garbage** generated by them, any minors accompanying them and any individuals/groups under their direction or control is removed from the turf fields and placed in appropriate receptacles prior to leaving the field.

### **3. DAMAGE TO BEACON SPORTS PROPERTY**

A. No person (whether or not participating in an activity) may pull, hang onto or harm any of the netting surrounding the turf fields.

B. Any person causing damage to the property of Beacon Sports shall be held accountable to reimburse Beacon Sports, in full, for all repair or replacement expenses arising from such conduct.

C. No person may pull or tug on, or otherwise remove or attempt to remove, turf fibers or grass from the turf fields. See Rule '2B', above, as to responsibility for damages.

D. No person (whether or not participating in an activity) may cause damage to the walls, insulation or any other structures or fixtures of Beacon Sports, other than damage which accidentally occurs while participating in a scheduled activity. See Rule '2B', above, as to responsibility for damages.

E. Beacon Sports reserves the right to assess and collect damages from any persons who violate any rules and/or regulations of the facility or cause damage to any person or property.

### **4. Behavior/Conduct**

A. NO SPITTING is permitted on the PRACTICE ARENA fields.

B. No discourteous behavior or arguing with employees, officials or management of Beacon Sports shall be permitted by any participant, fan, visitor, patron or other person entering Beacon Sports.

C. No altercations of any type (physical or verbal) shall be permitted on the premises (inside or outside) of Beacon Sports, including, but not limited to, between participants, coaches, friends, family members, visitors, etc... or with representatives or employees of Beacon Sports.

D. Any improper conduct shall subject the violator to the full consequences of the law and/or reasonable disciplinary action (ejection, suspension or denial of future access to Beacon Sports, all of which shall occur without any refund to the violator(s)) as deemed necessary and appropriate by Beacon Sports.

E. No refunds shall be provided to any person ejected or suspended.

### **5.FEES, GENERAL TERMS AND CONDITIONS**

A. All fees must be **paid in full prior to the first date** of any reserved time, league, or contract unless otherwise agreed to in writing by Beacon Sports.

B. All fees paid to Beacon Sports are non-refundable. Registrants shall not be permitted to pay pro-rated fees.

C. A \$40 handling fee shall be charged for any check that is dishonored and must be paid in full as a condition of any additional utilization of fields/courts at Beacon Sports

D. A 6% handling fee shall be charged as to any credit card transaction that is dishonored or must otherwise be reversed due to matters not attributable to Beacon Sports and must be paid in full as a condition of any additional utilization of fields at Beacon Sports.

E. Beacon Sports may periodically photograph activities at the facility that may result in photographs of patrons that later appear in promotional materials. By entering Beacon Sports you are consenting to being photographed while in the facility.

F. Beacon Sports reserves the right to cancel or reschedule any practice seven (7) days prior to the event or without notice if required due to acts of nature, order of local or other legal authorities, health, and weather or safety concerns.

G. Beacon Sports is a scheduled facility. Please do not enter the area of the practice field until five (5) minutes before the time designated for your activity (if available). Be respectful of your scheduled times and do not stay past your allocated times as this will result in penalties or even suspensions.

H. All players should understand that as a scheduled facility time utilized during warm-up will limit the remaining time available to play a game.

I. Beacon Sports has no responsibility whatsoever for any personal belongings that are lost, disappear, left behind or may be stolen from its premises.

J. Access to team arena's shall be at the discretion of Beacon Sports and may be denied in the event of inappropriate conduct or damage to property caused, or believed to have been caused, by any member of a team. No player from any team shall be in an arena unless accompanied by a coach or other adult accepting responsibility for the conduct/behavior of all players.

<b>Athlete / Coach INFORMATION</b>			
<input type="checkbox"/> Baseball Player		<input type="checkbox"/> Softball Player	
<input type="checkbox"/> Coach / Instructor		<input type="checkbox"/> Athlete / Other	
<b>FIRST NAME:</b>		<b>LAST NAME:</b>	
<b>TELEPHONE:</b>		<b>EMAIL:</b>	
<b>DATE OF BIRTH:</b>		<b>TEAM:</b>	
<b>ALLERGIES:</b>	<b>YES NO</b>	<b>If yes, provide MORE INFO on allergies:</b>	
<b>MEDICAL COND:</b>	<b>YES NO</b>	<b>If yes, provide MORE INFO on condition:</b>	
<b>EMERGENCY CONTACT</b>			
<b>FIRST NAME:</b>		<b>LAST NAME:</b>	
<b>PHONE:</b>		<b>EMAIL:</b>	
<b>ACKNOWLEDGEMENT</b>			

- I acknowledge that I have read, understand, and agree with the Safety Standards, Rules and Regulations, Waiver, and Release of Liability forms at Beacon Sports and that I will observe rules and regulations at all times while on the premises. (box must be checked to complete waiver)
- I acknowledge that I will be receiving email information from Beacon Sports. We will NOT provide your contact information to third party providers. Our correspondence will be to update you on the facility, pricing, offers and provide changes/updates to our waivers and forms. You can opt out at anytime.

Athlete Signature (over 18 years old) \_\_\_\_\_ Date: \_\_\_\_\_

IF UNDER 18 YEARS OF AGE:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Signed : \_\_\_\_\_ on date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Relationship to Minor: \_\_\_\_\_

### Attachment A

### RESTRICTION ON BEACON SPORTS PARTICIPATION