

Participation Agreement and Assumption of Risk and Release of Liability

Capital Adult Baseball League, LLC d/b/a D.C. Wood Baseball, a Virginia limited liability company ("DC Wood"), is an independently owned and operated baseball league, which provides an opportunity for adults who love baseball to participate in an organized baseball league.

Participation Agreement:

I have chosen to take advantage of the opportunity to participate with DC Wood as a manager, coach or player. In exchange and in consideration for being allowed to do so, I understand that I am only eligible to participate as a manager, coach or player, and I will be allowed to participate only under the following terms and conditions:

1. I certify that I am eighteen (18) years old or older, and I speak and read English well enough to understand this document.
2. I represent and warrant that I am familiar with all of DC Wood's rules (collectively, "DC Wood Rules"), and I agree to abide by all DC Wood Rules. I understand that DC Wood reserves the right to amend or add to the DC Wood Rules from time to time, without prior notice, and that I agree to abide by any such amended or added rules. In particular, I hereby acknowledge and agree that DC Wood has and/or will be implementing several rules in response to the COVID-19 epidemic. One such rule is that anyone allowed on the field, on a bench, in a dugout and/or otherwise in the area generally acknowledged as the area reserved for players, coaches and/or managers shall be deemed to be a participant (even if then inactive for any reason) for the purpose of this Participant Agreement and Assumption of Risk and Release of Liability (this "Agreement").
3. I agree not to bring to, possess or consume any alcoholic beverage or any illegal drug while on the premises of any location, including without limitation parking lots, where any DC Wood game, tournament, scrimmage, practice or similar or related event or activity (collectively, "DC Wood Activities") takes place.
4. I agree that I bear total responsibility for any accident, property damage, illness (including without limitation COVID-19 and other Coronaviruses), personal injury or death to me or any other person while I am participating in any DC Wood Activities. I understand and hereby acknowledge that DC Wood provides secondary insurance only for medical insurance, property damage or liability to third parties.
5. I understand that ONLY those who have signed this Agreement are eligible for and allowed to participate in any DC Wood Activities.
6. This Agreement and any dispute as to this Agreement's contents shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws principles. This Agreement is the entire agreement by you in favor of Wood Baseball and may be amended or changed only in a writing signed by both you and Wood Baseball. Should any provision of this Agreement be held not legally binding, that provision shall be severed so as not to effect the legal application of all remaining provisions of this Agreement.

Assumption of Risk and Release of Liability – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in DC Wood Activities, the undersigned hereby acknowledges, appreciates and agrees that:

1. The risk of injury from some of the DC Wood Activities is significant, including without limitation the potential for permanent paralysis and even death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury will still exist;
2. Although DC Wood will be taking reasonable precautionary measures, there is a risk that I could be exposed to, or even contract, COVID-19 while participating in DC Wood Activities, participating in such activities will likely increase my risk of contracting COVID-19 due to the contagious nature of the virus and, if I do contract COVID-19, then there is a significant risk that I could spread this virus to my family, friends, co-workers and others;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation in the DC Wood Activities;
4. I willingly agree to comply with the terms and conditions of this Agreement. If, however, I observe any unusual significant hazard during my presence or participation (e.g., a participant showing signs of COVID-19), I hereby agree

to remove myself from participation and bring such unusual significant hazard to the attention of the nearest DC Wood official immediately;

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS AND COVENANT NOT TO SUE, (i) DC Wood, (ii) DC Wood's managers, members, officers, officials, agents and/or employees, (iii) other participants in the DC Wood Activities, sponsoring agencies, sponsors, advertisers and, if applicable, owners and lessors of the premises used to conduct the DC Wood Activities (collectively, the "RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, SICKNESS, DISABILITY, DEATH or loss or damage to property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

The undersigned also consents to have pictures and video of himself/herself (as well as guests who come to the games) used on DC Wood's website, related social media and video platforms and for promotional purposes.

By checking this box ☐ and signing below, I acknowledge that I have read this Agreement, fully understand this Agreement's terms, understand that I have given up substantial rights by signing this Agreement, and sign this Agreement freely and voluntarily without any inducement by DC Wood.

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IN WITNESS WHEREOF, this Agreement has been executed by me effective as of the date written below.

x _____

Name: _____

Date: _____

Address: _____
