



Appendix A
Accident Waiver and Release of Liability for
ADULTS

I acknowledge that this event is a test of a person’s physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include but are not limited to, those caused by the terrain, facilities, temperature, weather, condition of the athlete’s equipment, vehicular traffic, actions of other people including but not limited to volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event and lack of hydration. If applicable, hazards may be cause by water currents or waves and other water related hazards. I hereby assume all the risks of participating in this event.

I certify that I am physically fit, have sufficiently trained for participation in this event, and have been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by Grand Traverse County and the event holders, sponsors, and Customers and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns to: (A) Waive, Release, and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter accrue to me, including as to my traveling to and from this event, the following entities or persons: Grand Traverse County, its elected and appointed officials, employees and volunteers, and representatives and agents, and others working or acting on behalf of Grand Traverse County; and to the extent permitted by law (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of or relating to my attendance at or participation in this event.

I hereby consent to receive medical treatment, which may be deemed appropriate in the event of injury, accident, and/or illness during this event.

I hereby certify that I have read this document and understand and agree to its content.

Name: _____

Age: _____

Signature: _____

Date: _____



Appendix B
ACCIDENT WAIVER AND RELEASE OF LIABILITY
PARENT-GUARDIAN WAIVER FOR MINORS

The undersigned parent and natural guardian or legal guardian, does hereby represent that he/she is, in fact, acting in such capacity, and agrees to the fullest extent permitted by law to save, hold harmless and indemnify Grand Traverse County, their elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim or damage whatsoever, including bodily injury or death, which may be imposed upon or incurred by Grand Traverse County because of the participation of the minor in this event. By signing below, you also agree to release said parties in this regard on behalf of both the minor and parents or legal guardian.

CONSENT TO MEDICAL TREATMENT OF MINOR

If the applicant is under 18 years of age, the parents or guardians must execute this document.

I hereby authorize any duly authorized doctor, emergency medical technician, paramedic, nurse, hospital, or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by, or illness of, said minor while he/she is/was a participant or observer at the event named below.

I authorize any licensed physician to perform and procedure, which he/she deems advisable in attempting to treat or relieve any injuries to, or illness of, said minor that he/she may encounter during any necessary operation.

I consent to the administration of anesthesia to said minor as deemed advisable by any licensed physician.

The undersigned parent or natural guardian or legal guardian of said minor does hereby represent that he/she is, in fact, in such capacity and to the extent permitted by law agrees on his/her behalf, and that of the minor, to save, hold harmless and indemnify Grand Traverse County, its elected and appointed officials, employees and volunteers, from any and all liability, loss, cost, claim, or damage whatsoever that may be imposed upon or incurred by said parties because of the participation of the minor in the event shown, and does release said parties on behalf of both the parents or legal guardian.

Event/Activity: _____

Name of Minor: _____

Name of Parents or Guardians: _____

Address: _____ City/State: _____

Phone: _____

Parent or Guardian's Signature: _____ Date: _____



Appendix C
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS

The persons to whom this Agreement applies are, as follows:

Adult Participant Name: _____

Minor Participant Name(s): _____

Participant Age(s): _____

(If applicable) Name of Participant's Parent or Legal Guardian signing below:

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities of Grand Traverse County and/or participate in the programs of **Dream Team Baseball** (the "Organization"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the Organization, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned or such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, of Grand Traverse County and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Undersigned further acknowledges that under no circumstances will Grand Traverse County be required to take proactive safety measures related to COVID-19 which would include cleaning, enforcement of personal distance, enforcement of mask-wearing, or screening of users of County property.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS AND USE COUNTY PROPERTY, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE GRAND TRAVERSE COUNTY, the Organization or its national governing body, or any of their respective directors, officers, employees, volunteers and agents, from all liability to undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the County, Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRAND TRAVERSE COUNTY, the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, from any loss, liability, damages or costs they may incur, whether caused by the County or the Organization's negligence, active or passive, or otherwise while the undersigned or participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the County or the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the County and Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBIUTY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned



or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the County or Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the County or Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE COUNTY OR ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY COUNTY OR ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF A MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE COUNTY AND ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature: _____

Date: _____

Emergency Contact Name: _____

Emergency Contact Number: _____