

#### PLAYER AGREEMENT

| I,                      |      | , hereby agree to play amateur baseball during the 2024 |
|-------------------------|------|---|
| Print                   |      |   |
| Baseball Season for the |      | , a team in the North County Men's Senior Baseball      |
| League (NC/MSBL45+)     | Team |   |

League (NC/MSBL45+)

I understand that NC/MSBL is affiliated with North County Men's Senior Baseball League LLC and Men's Senior Baseball League, Inc. I agree to participate in accordance with the policies, rules, and regulations of NC/MSBL LLC, and I agree to have my actions as a participant reviewed by the Board, Commissioner, or League President and I agree to be subject to fines and penalties, including suspension from participation in the activities of NC/MSBL LLC. I understand I must be at least 45 years of age to participate in the NCMSBL45+.

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, 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. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

3. 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,

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately: and.

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MSBL/MABL, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCEOF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

## **OBLIGATION TO PAY DUES AND FEES**

As a condition of participation I agree to membership dues of \_\_\_\_\_\_ dollars to join NC/MSBL LLC, as a member and participant for the season. I understand that this fee covers my membership and my share of field use expense, cost of baseballs, and liability insurance.

### PHOTO RELEASE

I hereby grant NC/MSBL LLC, North County Men's Baseball League Inc., Men's Senior Baseball League, Inc., and Hardball Magazine permission to publish in Hardball Magazine, or use for publicity purposes in any other publication, brochure, and websites any photographs taken of me during my participation in the activities of NC/MSBL LLC, North County Men's Baseball League Inc. and Men's Senior Baseball League Inc.

# RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY

I acknowledge and fully understand that participation in baseball activities involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death. I fully accept and assume all such risks whether or not known to me or foreseeable, and accept and assume full responsibility for losses, costs, and damages that I may incur as a result of my participation in the NCMSBL LLC activities.

### Warranty of Player Fitness

I hereby warrant to the North County Men's Senior Baseball League that I (player) have been cleared medically and have no impairment or ailment to prevent me from engaging in the activities of the NCMSBL.

I do hereby release, discharge, covenant not to sue, and agree to indemnify and hold harmless, on behalf of myself, my heirs, successors, and assigns, North County Men's Baseball League, Inc., North County Men's Senior Baseball League LLC, North County Men's Adult Baseball League, Men's Senior Baseball League, Inc. and all its affiliates, and their respective teams, administrators, officers, owners, directors, agents, and employees, other participants, any sponsors, and owners and leasers of premises (all of which are "Releases") on which the baseball activity takes place, from all liability, claims, losses or damages from all causes caused or alleged to be caused by the acts of the "Releases" or otherwise, including negligent rescue operations.

| Signed:            | CELL PHONE:     |
|--------------------|-----------------|
| Date of Birth:     | HOME PHONE:     |
| Date Signed:       | Address:        |
| Driver's License#: | City/Zip:       |
| Occupation:        | E-mail Address: |