

**MINNESOTA TWINS, LLC BASEBALL CLUB & CHEVY YOUTH BASEBALL CLINIC
RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT**

THIS IS A RELEASE OF LIABILITY; PLEASE READ IT CAREFULLY BEFORE SIGNING.

I, _____ (name of parent/guardian), individually and on behalf of my child/ward (“Child”) named on the signature page below, do hereby knowingly and voluntarily enter into this Release, Indemnification, and Waiver of Liability Agreement (“Release”). I represent and warrant that my Child’s participation in the baseball camp/clinic (the “Activity”) is wholly voluntary, that my Child is physically capable of, and has no physical impediment preventing or limiting, his/her full participation in the Activity. I further agree and acknowledge that I and/or my Child derive personal satisfaction and a benefit by virtue of my Child’s participation in the Activity, and that I am willingly and voluntarily permitting my Child to engage in the Activity.

Risks and Assumption of Risks.

Team Sports. I understand and acknowledge that there are significant dangers and risks inherent in participating in team sports activities, including the game of baseball, which risks include but are not limited to CONCUSSION, SERIOUS BODILY INJURY, AND/OR DEATH. I am aware of these risks, including the risk of concussion-related brain injury, and I acknowledge that information on concussion is available online through the following website: http://www.cdc.gov/headsup/pdfs/custom/headsupconcussion_fact_sheet_for_parents.pdf.

COVID-19 and Other Infectious Diseases. Any social or group activity includes the risk of exposure to and illness from infectious diseases, including COVID-19. COVID-19 is a highly-contagious respiratory virus that is the cause of an ongoing global pandemic. It is difficult to predict who will become infected with the virus and what symptoms an infected individual will experience. I understand that certain infectious diseases, including COVID-19, can result in serious illness, short-term and long-term disabilities and health problems, and death. I am aware of the risks associated with contracting infectious diseases, including COVID-19. I acknowledge that information on COVID-19 is available online through the following website: <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>

I UNDERSTAND AND AGREE THAT MY CHILD IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY AT HIS/HER OWN RISK. BOTH INDIVIDUALLY AND ON BEHALF OF MY CHILD, I KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL RISK(S) ASSOCIATED WITH MY CHILD’S PARTICIPATION IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE RISKS OF INJURY AND ILLNESS (INCLUDING PERMANENT DISABILITY AND DEATH), HOWEVER CAUSED OR ARISING, INCLUDING SUCH RISKS OR INJURIES CAUSED OR ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE “RELEASED PARTIES” (as defined below).

Release and Waiver of Liability.

IN CONSIDERATION OF MY CHILD’S PARTICIPATION IN THE ACTIVITY, I, ON BEHALF OF MYSELF, MY CHILD, AND EITHER OF OUR EXECUTORS, HEIRS, ASSIGNS, AND/OR ANYONE AUTHORIZED BY ANY OF THEM, HEREBY FULLY AND VOLUNTARILY RELEASE, INDEMNIFY, DISCHARGE, AND AGREE TO HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL RIGHT, CLAIM, DEMAND, ACTION, CAUSE OF ACTION, SUIT AND/OR LITIGATION (“Claim”), WHICH I, MY CHILD, AND/OR EITHER OF OUR HEIRS, EXECUTORS OR ASSIGNS MAY HAVE, WHETHER SUCH CLAIM IS FOR ECONOMIC AND/OR NON-ECONOMIC LOSSES, ON ACCOUNT OF ANY DAMAGE TO PERSON OR PROPERTY, INCLUDING BUT NOT LIMITED TO ANY CLAIM RELATED TO ILLNESS, BODILY INJURY, DEATH, DISABILITY OR OTHER DAMAGE SUSTAINED BY ME AND/OR MY CHILD RELATING IN ANY MANNER TO MY CHILD’S PARTICIPATION IN THE ACTIVITY, WHETHER CAUSED IN WHOLE OR IN PART BY THE RELEASED PARTIES, INCLUDING ANY CLAIMS ARISING FROM THE NEGLIGENCE OR MISCONDUCT OF THE RELEASED PARTIES. I ACKNOWLEDGE AND AGREE THAT THE ASSUMPTION OF RISK ABOVE AND THE RELEASE AND WAIVER OF LIABILITY INCLUDES BUT IS NOT LIMITED TO ILLNESS ARISING FROM THE COVID-19 PANDEMIC AND ANY COMPLICATIONS THEREFROM.

RELEASED PARTIES MEANS ANY AND/OR ALL OF THE FOLLOWING:

TWINS BALLPARK, LLC, MINNESOTA TWINS, LLC, MINNESOTA TWINS COMMUNITY FUND, GENERAL MOTORS, LLC AND ANY OF ITS PARTICIPATING CHEVROLET DEALERS, SELECT HEARTLAND CHEVY DEALERS, JACK MORTON WORLDWIDE, INC., HEADWAY MARKETING, LLC, AND THEIR RESPECTIVE

