

**ASSUMPTION OF RISK, COVENANT NOT TO SUE, RELEASE,
AND WAIVER OF LIABILITY AGREEMENT**

(YOUTH PARTICIPANT FORM)

In consideration of the services provided by MidAmerica Nazarene University, its board, employees, volunteers, participants, and all other persons or entities acting in any capacity on its behalf (collectively, "UNIVERSITY") in conjunction with the [Tate Thoreson – Mid-America Baseball Tournament] ("Event"), I hereby agree to release, hold harmless, covenant not to sue, and discharge UNIVERSITY, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. _____ ("Minor") will participate in the Event.
2. I acknowledge that Minor's participation in the Event entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to Minor, to property, or to third parties. I understand that such risks include activities at and away from UNIVERSITY. I understand that such risks simply cannot be eliminated.
3. I acknowledge that there are risks, known and unknown, related to COVID-19 involved with the Minor's participation in the Event. These risks include exposure to or infection from COVID-19 and health consequences due to such exposure or infection. These risks are unavoidable and I or the Minor may contract COVID-19, including because of negligence of any person or otherwise. I understand that I cannot be guaranteed that I or Minor will not contract COVID-19, including at the UNIVERSITY through participation in the Event. I agree and promise to accept and assume all of the risks associated with COVID-19 through Minor's participation in the Event.
4. I expressly agree and promise to accept and assume all of the risks associated with Minor participating in the Event. Minor's participation in this Event is purely voluntary, and I elect to allow Minor to participate despite the risks. If Minor is injured during the Event, I hereby give my consent for UNIVERSITY to contact appropriate medical professional(s) and further consent to any medical treatment that may be required, as determined by a medical professional. I understand that the cost of any such treatment will be Minor's or my sole responsibility; UNIVERSITY will not be responsible for any cost related to such treatment in any way. I also understand that UNIVERSITY will not be responsible for any medical treatment that Minor receives.
5. **I hereby voluntarily release, waive, covenant not to sue, and forever discharge any and all claims of negligence against UNIVERSITY that relate in any way to any activity Minor undertakes in conjunction with the Event, including transportation to, during, and from the Event.**
6. Should UNIVERSITY, or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. I understand that UNIVERSITY does not maintain an insurance policy that would provide coverage if Minor is injured during the Event or causes any injury during the Event. I certify that I have adequate insurance to cover any injury or damage Minor may suffer or cause while participating in the Event, or else I agree to bear the costs of such injury or damage myself.
8. I understand that UNIVERSITY may photograph, film, and/or record ("Medium") Minor's participation in the Event. I authorize UNIVERSITY to use Medium and Minor's likeness in conjunction with any UNIVERSITY marketing and/or promotional materials, including, but not limited to, social media accounts. I understand that neither Minor nor I will be compensated in any way for such use.

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9. I acknowledge and agree that Minor must abide by all rules of the Event, including instructions from Event operators, and that failure to do so is grounds for immediate expulsion from the Event.

In the event that I file a lawsuit against UNIVERSITY, I agree to do so solely in the State of Kansas, and I further agree that the substantive law of Kansas shall apply without regard to conflict of law rules. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I expressly state that I have had sufficient opportunity to read this entire Agreement and agree to be bound by its terms.

I further acknowledge that this document contains a negligence waiver and indemnification provisions.

**PARENT’S OR GUARDIAN’S SIGNATURE
(Must be completed by each parent and/or guardian)**

Parent or Guardian: _____ Print Name: _____

Date: _____

Parent or Guardian: _____ Print Name: _____

Date: _____

If not signed by each parent and/or guardian, I attest that I have the full authority to sign this Agreement on behalf of Minor’s other parent and/or guardian.

Parent or Guardian: _____ Print Name: _____

Date: _____