



## **HERTS BASEBALL CLUB AND BRITISH BASEBALL FEDERATION: COVID-19 DISCLAIMER AND TERMS CONDITIONS**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organisation and the UK government. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result of this pandemic, governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

In an attempt to address the risks that COVID-19 presents, including to reduce the spread of COVID-19, the British Baseball Foundation ("BBF") has adopted preventative measures, undertaken risk assessments for all teams and introduced protocols. More information about BBF's preventative measures can be found on their website or upon request.

Regardless of the measures taken by the BBF, if you or your child(ren) attend a Herts Baseball Club and/or BBF event or participate in any BBF activities, you must understand that Herts Baseball Club and the BBF do not and cannot guarantee that you or your child(ren) will not be exposed to or become infected with COVID-19, or spread COVID-19 to others.

Herts Baseball Club and the BBF considers it appropriate to ask all those wishing to take part, or those with "parental" responsibility" for those wishing to take part, in Herts and BBF activities /events to provide certain assurances before participating in such activities/events. As you will appreciate this is for your own and your child(ren)'s benefit, the benefit of others participating in Herts and BBF activities and the benefit of the wider BBF organisation. It is, therefore, necessary to agree to the following before you or your child(ren) attend or participate in any BBF events or activities.

### **IMPORTANT TERMS**

1. You represent to Herts Baseball Club and the British Baseball Federation and its affiliated entities, volunteers, directors, officers, National Teams, coaches, members, managers, agents, employees officials or other participants and all entities conducting or participating in British Baseball Federation activities (together and collectively, "BBF Parties") and that you and your child(ren) have not, in the past 14 days (a) knowingly been in contact with anyone that has tested positive for COVID-19; or (b) exhibited any symptoms commonly associated with COVID-19, including fever; or (c) travelled outside the United Kingdom.
2. You acknowledge the contagious nature of COVID-19 and the risks associated with it.
3. You assume the risk that you or your child(ren) may be exposed to or infected by COVID-19 at a BBF event and that if infected, you or your child(ren) could spread COVID-19 to others. You accept,

subject to paragraph 5, sole responsibility for any mental distress, personal injury, illness, temporary or permanent disability, and/or death that you, your child(ren) or others with which you have personal contact may experience or incur if you become COVID-19 infected as a result of you or your child(ren)'s attendance at or participation in a BBF event.

4. Subject to paragraph 5, you: (a) release and discharge Herts Baseball Club and the BBF Parties from all actions, damages, losses, costs, claims, liability, or expense, of any kind or nature, that you or your child(ren) suffer or incur from exposure to or infection by COVID-19 as a result of attending, arising out of, or related to, a Herts or BBF event /activity (a "Claim"); and (b) agree not to sue, commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against Herts or a BBF party any action, suit or other proceeding concerning a Claim, in this jurisdiction or any other.

5. Herts and the BBF do not exclude or limit in any way its liability to you or your child(ren) where it would be unlawful to do so. This includes liability for death or personal injury caused by Herts' or BBF's negligence or the negligence of other BBF Parties; or for fraud or fraudulent misrepresentation.

6. You agree, to provide the Herts and/or the BBF the necessary participant information required in line with Test and Trace in case of an incident attended by you or your child(ren).

7. You agree that any of your images, photos, recordings, likeness at any Herts or BBF event can be used by Herts or the BBF for marketing purposes, and there are no restrictions for its use.

9. You agree to follow all government and BBF mitigation COVID19 guidelines where applicable.

10. You agree to disclose any material information to the BBF promptly, e.g. your exposure to COVID19, symptoms, which may impact your health and safety.

By taking part in Herts or BBF events, you agree you have read and understand the above disclaimer and terms.