



**SUNILAND SUNDEVILS SPORTS GROUP INC. (SUNILAND SUNDEVILS)  
ACKNOWLEDGEMENT, RELEASE and WAIVER of LIABILITY AGREEMENT FOR LOSS, INJURY OR ILLNESS  
(Including COVID-19)**

**WHEREAS**, the Suniland Sundevids Sports Group Inc the operator of the Suniland Sundevids Youth Sports camps located at 12855 South ixie Hwy, Pinecrest Florida 33156 including without limitation the drive aisles, parking lots, sidewalks, batting cages, athletic fields, gyms and activity buildings and all exterior and interior portions of such facilities (collectively the “Premises”), and is willing to permit the individuals signing this Agreement and their minor child(ren) to enter onto and into the Premises to use the common areas, facilities and amenities for all intended uses (the “Activities”), upon the terms and conditions of this Acknowledgement, Release and Waiver of Liability Agreement (the “Agreement”);

**WHEREAS**, the undersigned member, visitor or parent/guardian acknowledges, affirms, represents and warrants that neither the member, visitor nor the child(ren) identified below has experienced symptoms of COVID-19, tested positive for COVID-19 or has been exposed to any individual who has tested positive for COVID-19 in the last 14 days; and

**WHEREAS**, to reduce the spread of COVID-19 to the members, visitors, guests, children and staff of the Premises, for good and valuable consideration, including but not limited to being provided access to and use of the Premises and participation in the Activities, the undersigned, on behalf of themselves and any minor children named below, hereby stipulate and agree that the above recitations are true and accurate, and further state, stipulate and agree to the below terms:

1. **Use of Premises.** I understand and agree that I or my child may only use the Premises for the purpose of engaging in the Activities and must advise Suniland Sundevids Sports Group inc ( Suniland Sundevids) of any change of circumstances in the health of any of us or of any exposure by any of us to someone who is exhibiting symptoms or has tested positive for COVID-19 until further notice. I also agree to review and comply with all written memoranda and posted signage regarding safety practices and restrictions of use.

2. **Assumption of Risk.** I understand and acknowledge that the Activities that take place on the Premises may be dangerous and may involve the risk that I or my child will contract a serious illness (**including COVID-19**) or injury, temporary or permanent disability, death, and/or property damage. I understand that both my presence on Premises and that the Activities that take place on the Premises may not be supervised and that Suniland Sundevids Sports Group inc ( Suniland Sundevids) does not provide medical services. I further acknowledge that any illness or injury sustained while on the Premises may be compounded by negligent or delayed medical service. I further acknowledge that Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to sever illness, personal injury, permanent disability, and death. Participating in Suniland Sundevids Sports Group inc ( Suniland Sundevids) Activities, programs or accessing the Premises and/or Pinecrest facilities could increase the risk of contracting COVID-19. BGCM-D** in no way warrants that COVID-19 infection will not occur through participation in Activities, **Suniland Sundevids Sports Group inc ( Suniland Sundevids)** programs or through accessing the Premises.

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

**I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY OR MY CHILD(REN)'S USE OF PREMISES AND PARTICPATION IN THE ACTIVITIES ON THE PREMISES, INCLUDING THE RISK OF ILLNESS, INJURY, DEATH, OR PROPERTY DAMAGE.**

**3. Release from Liability.** I hereby agree, on behalf of myself, my child(ren), my heirs and my personal representatives or their heirs or personal representatives, to fully and forever discharge and release Suniland Sundevils Sports Group inc ( Suniland Sundevils), their affiliates, and their respective partners, agents, operators, managers, employees, and representatives (“Released Parties”) from any and all claims I or my child(ren) may have or hereinafter have for any illness, injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Premises, whether caused by the negligence of Suniland Sundevils Sports Group inc ( Suniland Sundevils) or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all illness (including COVID-19 or other communicable disease or illness), personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while participating in the Activities on or using the Premises.

**4. Covenant Not to Sue.** I agree, for myself, my child(ren) and any heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I, my child or any heirs may have as a result of any illness, personal injury, death or property damage I or my child may sustain while participating in the Activities on or using the Premises.

**5. Responsibility for Personal Property.** I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto the Premises and that Suniland Sundevils Sports Group inc ( Suniland Sundevils)will not be responsible for or provide any security for my property and personal belongings.

**6. No Representations by BGCM-D.** I acknowledge that Suniland Sundevils Sports Group inc (Suniland Sundevils)makes no representation as to the condition of the Premises or the safety of any structures or equipment (including sanitation and disinfection) that may be used at the Premises. I accept and shall use the Premises in its “AS IS” condition. I acknowledge and agree that I am not relying upon any representation or statement by Suniland Sundevils Sports Group inc ( Suniland Sundevils) Staff, agents, or representatives regarding this Agreement or the Premises, except to the extent such representations are expressly set forth in this Agreement, and any statements not expressly set forth within this Agreement shall have no force and effect and cannot form the basis for any cause of action later asserted.

**7. Governing Law and Venue.** This Agreement will be governed by and interpreted in accordance with the laws of the State of Florida, without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Agreement must be brought exclusively in any state or federal court located in Dade County, Florida.

**8. Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing and signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

Initials:\_\_\_\_\_ Date:\_\_\_\_\_

9. **Survival and Severability.** Any provision of this Agreement providing for performance by either party after termination of this Agreement shall survive such termination and shall continue to be effective and enforceable. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

10. **Ratification; Entire Agreement; Modification; Binding Effect.** Except as herein provided, all other terms and conditions set forth in any agreement between the parties remains in full force and effect as written. In the event of a direct conflict between this Agreement and any other agreement between the parties, the terms of this Agreement control. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise with respect to subject matter of this Agreement. No change, modification, amendment, or addition of or to this Agreement shall be valid unless in writing and signed by authorized representatives of the parties. This Agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

11. **Award of Attorneys' Fees and Costs.** In the event of any dispute, litigation, or enforcement action(s) arising out of or related to this Agreement or any obligations set forth herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs through all appeals and including attorneys' fees related to litigating costs and attorneys' fees.

12. **Failure to Comply. Suniland Sundevils Sports Group Inc ( Suniland Sundevils)** shall have the absolute right to prohibit any individual (or minor child if applicable) who fails to comply with this Agreement from participating in the Activities and/or request that they leave the Premises. **Jury Trial Waiver.** I hereby waive, for myself, my child(ren) and any heirs, any right to a trial by jury in any litigation arising out of, under, or in connection with this Agreement.

13. **Notice to Minor Child's Natural Guardian**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN (as required by Florida Statute**

14. **Jury Trial Waiver.** I hereby waive, for myself, my child(ren) and any heirs, any right to a trial by jury in any litigation arising out of, under, or in connection with this Agreement.

**Section 744.301(3):**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITIES. YOU ARE AGREEING THAT, EVEN IF BGCM-D USES REASONABLE CARE IN PROVIDING THE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM Suniland Sundevils Sports Group Inc (Suniland Sundevils) IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND Suniland Sundevils Sports Group Inc ( Suniland Sundevils) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**Initials: \_\_\_\_\_ . Date: \_\_\_\_\_**



**SUNILAND SUNDEVILS SPORTS GROUP INC. (SUNILAND SUNDEVILS)  
ACKNOWLEDGEMENT, RELEASE and WAIVER of LIABILITY AGREEMENT FOR LOSS, INJURY OR ILLNESS  
(Including COVID-19)**

**I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT I, PERSONALLY, OR MY CHILD/CHILDREN (IF APPLICABLE) IS/ARE NOT EXPERIENCING SYMPTOMS OF COVID-19 AND THAT I, PERSONALLY, OR MY CHILD/CHILDREN (IF APPLICABLE) HAS/HAVE NOT BEEN EXPOSED TO ANYONE WHO HAS TESTED POSITIVE FOR COVID- 19 WITHIN THE LAST 14 DAYS. I ALSO ACKNOWLEDGE THAT I, AS PARENT OR GUARDIAN, HAVE NO SYMPTOMS OF COVID-19 AND HAVE NOT BEEN NOT BEEN EXPOSED TO ANYONE WHO HAS TESTED POSITIVE FOR COVID-19 FOR THE LAST 14 DATS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.**

**PARENT OR GUARDIAN SIGNATURE REQUIRED:**

ADULT:

By: \_\_\_\_\_ (signature)

Name: \_\_\_\_\_ (handwritten name)

Date: \_\_\_\_\_

PARENT OR GUARDIAN (for minor children)

By: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_

AND ON BEHALF OF CHILD(REN):

CHILD Name: \_\_\_\_\_

CHILD Name: \_\_\_\_\_

CHILD Name: \_\_\_\_\_

CHILD Name: \_\_\_\_\_

Witnessed By: \_\_\_\_\_ Date: \_\_\_\_\_