



# DYB, Inc.

## Background Check Certification Infectious Disease/Injury-Waiver of Liability/Indemnification

Two signed copies of this completed form **MUST** be submitted at the District Credentials meeting along with two copies of the Tournament Team Eligibility Affidavit for each of the league's tournament teams. The second copy of these forms will be retained by the District Director.

Date \_\_\_\_\_

LEAGUE NAME: \_\_\_\_\_

FRANCHISE # Y- \_\_\_\_\_

### Background Checks:

- Pursuant to Federal Public Law 115-126 – Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (“Safe Sport Act”) our league has formally adopted and implemented the DYB Child Protection Plan or a similar comprehensive program.
- Our league has conducted third-party criminal background checks which, at a minimum, search the National Criminal Database and the National Sex Offender Registry in all 50 states on all managers and coaches of our all-star teams which participate in DYB tournament play (including sub-district, district and state tournaments and the DYB World Series). We have disqualified any manager or coach whose background check revealed a conviction for, guilty plea, no contest plea, or admission to any crime involving a minor. Furthermore, we have disqualified any other manager or coach for other offenses which fall under our disqualification criteria and for which an exception was not granted through our formal appeals process.
- Documentation of the successful passing of criminal background checks as described above for all managers and coaches is immediately available upon request.

\_\_\_\_\_  
League Official

\_\_\_\_\_  
Official's Name (Printed)

\_\_\_\_\_  
Position

## ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT FOR MANAGERS/COACHES

IN CONSIDERATION OF my participation as a manager or coach of a team in the DYB, Inc. Sub District, District, Area, Regional, State, or World Series Tournaments, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to me from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. The risk of 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,
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 program's stated and customary terms and conditions for participation including risk of injury and protection against infectious diseases; and,
5. I HEREBY RELEASE AND HOLD HARMLESS DYB, Inc.; DYB State and District Affiliates; my local team and league; tournament host; their respective directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
6. I HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Coach

\_\_\_\_\_  
Coach

\_\_\_\_\_  
Coach\* \*(For T-Ball and Coach Pitch 4<sup>th</sup> Coach Only)

Revised 05/2023