

DYB, Inc. Background Check Certification Infectious Disease/Injury-Waiver of Liability/Indemnification

Two signed copies of this completed form <u>MUST</u> 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	
	FRANCHISE # -

LEAGUE NAME:

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/DYS 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/DYS tournament play (including sub-district, district and state tournaments and the DYB/DYS 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 any DYB/DYS Sub District, District, Area, Regional, State, or World Series Tournaments, related events and activities, the undersigned acknowledges,

appreciates, and agrees that:

- 1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in these programs are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
- 2. 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,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS DYB, Inc., DYB/DYS State and District Affiliates, my local team and league, and the 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 INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I have read this release of liability, indemnification, and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Manager

Coach

Coach