

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT (“AGREEMENT”)

IN CONSIDERATION of being permitted to participate in any way with said volunteers during (“Activity”) I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGES, agree and represent that I understand the nature of Baseball Activities and that I am qualified, in good health and in proper physical condition to participate in such activity.
2. FULLY UNDERSTAND that (a) BASEBALL/SOFTBALL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inaction’s, the actions or inaction’s of others participating in the activity, the Condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW”; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND CONVENT NOT TO SUE any volunteers, employees, owners and lessors of (said DEXTER BASEBALL ACADEMY LLC.) AND THE PROPERTY on which the Activity takes place, (each considered one of the (“RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHER WISE, INCLUDING NEGLIENT RESCUE OPERATIONS: AND I FURTHER AGREE that if, despite this REALEASEES AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTENDED IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT _____

ADDRESS _____

(street)

(city)

(state & zip)

PARTICIPANTS SIGNATURE (only if 18 or over) _____

AND I, THE MINOR’S PARENT AND/GUARDIAN, UNDERSTAND THE NATURE OF BASEBALL/ SOFTBALL ACTIVITIES AND THE MONOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MIONOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITTY. I HEREBY RELEASE, DISCHARGE, COVENT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE’S FROM ALL LIABILITY, CLAIMS DEMANDS, LOSSES, OR DAMAGES ON THE MINORS ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIENT ANYONE ON THE MONOR’S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES MANED ABOVE I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGED, OR COST ANY MAY INCURAS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/ GUARDIAN _____

Phone _____ **Cell** _____

SIGNATURE OF PARENT OR GUARDIAN _____

DATE OF SIGNATURE: _____