

Waiver Agreement and Release Form

For you to participate in Baseball Boot Camp the person responsible for the participant/team/school/club/ or the organization is required to complete and sign this agreement and release form. *By signing below, you agree to all the terms and conditions in this agreement and certify that you have read the entire agreement, so please read it carefully. This agreement is valid for 1 year from the signing date.*

Team/School/Club/Organization/Participant Name

Parent/Coach/Responsible Party

Address

City

Zip

Email

This Waiver Agreement and Release Form governs the terms and conditions of your participation in Baseball Boot Camp. As used in the agreement “you” means the person responsible for the team/school/club/organization/participant in the program. “Athlete” means the member(s) of the team/school/club/organization/participant involved in the program. If the “Athlete”(s) are less than 18 years old, this includes the Athlete’s parent/guardian who is legally responsible for the Athlete. “BBC” means Baseball Boot Camp.

1. *Waiver and Release.* Participating in athletic activities carries an inherent risk of injury, even if the greatest care is exercised. The athlete’s participation in training is voluntary and I voluntarily permit the athlete to participate. I understand that BBC recommends the athlete be examined by his/her physician before participating in athletic training. If the athlete has a history of heart disease, he/she will consult a physician prior to participating in any athletic training with BBC.
 - a. I understand that participation in athletics is an inherently dangerous activity and that the risks of participation include, but are not limited to, falls, collisions, cuts, and broken bones. I hereby confirm the athlete is mentally and physically capable of participating. I understand that any evaluation of assessment of the athlete’s physical fitness and recommendation of activities made by anyone at BBC shall not be a substitute for obtaining such evaluation, assessment or recommendation from the athlete’s physician before participating in any activities.
 - b. I understand and agree that medical or other services rendered to the athlete by or at the insistence of any of the above parties is not an admission of liability to provide or continue to provide such services and is not a waiver by any said parties of any hereunder. I also acknowledge that should the athlete require transport to a medical facility, I must pay for such transportation and any treatment period. I further agree now and forever to hold the above named and unnamed parties harmless and indemnify them for all claims, damages, judgments and costs of whatever nature and form.
 - c. I hereby, for myself, the athlete, our guests, our heirs, administrators, executors, personal representatives and assigns, forever waive, release and discharge any and all rights and claims for damages and losses, whether monetary or otherwise compensatory, that I, the athlete or our guests may have against: (i) BBC and its directors; (ii) executive directors,

owners, managers, employees, members, representatives, and agents; (iii) all coaches, participants, organizers, supervisors, planners, and volunteers; and (iv) all city, county and state governments for any and all injuries sustained by me, the athlete or our guests arising out of association with, entry in, or participation in athletic training related activities including, without limitation, those arising from our negligence or that of any other member of BBC.

- d. You and your guests release BBC from all claims, damages, demands, rights of action, and liabilities, present or future, known or unknown, anticipated, resulting from or arising out of the Athlete's and its guests' attendance at or use of any facility or their participation in any use or our activities or programs. You and your guests also release all members of BBC from all liability relating to loss, theft, or damage to personal property-including, without limitation, automobiles and equipment bag content.
2. *Damage to Facilities.* You must pay for any damage you or your guests cause to any facility or property through horseplay, accident, negligence or any other actions taken during your use of the facility.
 3. *Guests.* Athletes are encouraged to bring guests to BBC to wait for them while they train. Guests will include anyone with BBC on behalf of, or with the athlete, including, but not limited to, family members, friends and friends of family members. All guests are assumed to be a party to this agreement and subject to its terms and conditions.
 4. *Cancellation.* BBC may cancel this agreement at any time for any reason. If we cancel for any reason other than your own fault or misconduct, we will refund any unearned balance of your account that you paid us. The Athlete and guests must follow all rules and regulations, written and implied, or training can be cancelled. If we cancel for reason of misconduct, you will forfeit any unearned balance on your account.
 5. *Late or Returned Item Charges.* You will be assessed a \$25 fee for any returned checks or credit/debit card draft resulting from insufficient funds, account closed, or similar circumstances.
 6. *Commitment.* By enrolling you are committing to attend each scheduled class. If there is space available in a similar class on a different day, you may make up a missed class. If not, please be advised that you forfeit any rights to a credit either monetary or otherwise.
 7. *Unavailability of Facility or Services.* BBC is not responsible if from time to time the facility may become unavailable because of mechanical breakdown, fire, act of God, condemnation, catastrophe, or any scheduling reasons beyond our control. We reserve the right to utilize an alternate facility in such an occurrence. Any days missed under this section will be added to the end of this agreement.

Responsible Party Signature

Responsible Party Printed