



Developing Youth the Right Way

RELEASE & WAIVER OF LIABILITY AGREEMENT

_____ *on behalf of my child(ren)/ward(s) (if participant is under 18)*

Name of Parent/Legal Guardian

_____ **Name of Child/Ward/Participant (whether one or more – list all)**

_____ **Address**

_____ **City**

_____ **State**

_____ **Zip**

_____ **Email**

_____ **Phone Number**

In consideration for the permission granted to me, my child(ren), and/or my ward(s) (hereinafter, “Participant”), I, individually or as parent/guardian, hereby release, indemnify, hold harmless, discharge, and covenant not to sue Baseball Institute Instruction, LLC (hereinafter, “Baseball Institute”), its members, managers, owners, employees, contractors, vendors, agents, representatives, administrators, directors, officers, volunteers, insurance companies, accountants and/or attorneys and, if applicable, any lessor and/or users of Baseball Institute premises on which activities may take place (collectively referred to as “Releasees” herein) from any and all liabilities, claims, demands, losses, damages, and/or causes of action of whatever nature or kind caused or alleged to be caused in whole or in part by the Releasees or others or occurring on Baseball Institute premises. I further agree that if I, or anyone on behalf of my child(ren) or ward(s), makes a claim of any kind against any of the Releasees, I will indemnify and hold harmless each of the Releasees from any and all litigation expenses, attorneys’ fees, losses, liabilities, damages, and/or costs which may result because of such a claim or claims.

I, individually or as parent/guardian, further warrant that I have the required authority to enter into this Agreement. I also certify that I (or my child(ren)/ward(s)) am qualified to participate in activities at Baseball Institute. If I (or my child(ren)/ward(s)) become injured as a result of participation in activities at Baseball Institute, I further agree to release and hold harmless Baseball Institute, its members, managers, owners, employees, contractors, vendors, agents, representatives, administrators, directors, officers, volunteers, insurance companies, accountants and/or attorneys, from any and all liability for illness, injury, disability, death, loss, or other damage to person or property and any other consequences thereto or therefrom.

I give my consent to for the personnel of Baseball Institute to secure emergency medical care and/or first aid treatment, as I or my child(ren)/ward(s) may require, in the sole and absolute discretion of Baseball Institute, while on Baseball Institute premises. I agree to be financially responsible for the cost of any such assistance or treatment.

This Agreement is binding on, and shall inure to the benefit of, all parties hereto, their heirs, representatives, transferees, principals, estates, executors, administrators, predecessors, successors, owners, subsidiaries, affiliates, assigns, agents, directors, officers, directors and employees. If any provision of this Agreement shall be finally determined to be invalid or unenforceable by a court of competent jurisdiction, that part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Agreement.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I SURRENDER SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

_____ **Parent/Guardian (if child is under 18) or Participant**

_____ **Parent/Guardian (if child is under 18) or Participant**

_____ **Date:**

_____ **Date:**