

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**EVENT: KINDERVISION/MLBPAA BASEBALL CLINIC  
INDIAN TRAILS MIDDLE SCHOOL SPORTS COMPLEX  
PALM COAST, FL 32137  
SATURDAY, OCTOBER 24, 2009**

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**DATE RELEASE SIGNED**

IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(s) or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), EACH OF THE UNDERSIGNED, for himself, his personal representatives, heirs, and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about RESTRICTED AREAS and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(s).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the promoters, participants, sanctioning organizations or any subdivisions thereof, officials, rescue personnel, any persons in any RESTRICTED AREA, promoters, sponsors, advertisers, owners, and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(s) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "Releasees" FROM ALL LIABILITY TO THE UNDERSIGNED, his personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(s), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS LIABILITY DAMAGE OR COST they may incur arising out of or related to the EVENT(s) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(s) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
5. HEREBY acknowledges that THE ACTIVITIES OF THE EVENTS(s) ARE VERY DANGEROUS and involve risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESUCE OPERATIONS OR PROCEDURES OF THE RELEASEES.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Province or state in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELELASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

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PRINT CHILD'S NAME HERE

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SIGN PARENT/GUARDIAN'S NAME HERE

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PRINT CHILD'S NAME HERE

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SIGN PARENT/GUARDIAN'S NAME HERE

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PRINT CHILD'S NAME HERE

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SIGN PARENT GUARDIAN'S NAME HERE

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SIGNATURE AND TITLE OF WITNESS

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ADDRESS OF WITNESS