



DryPond BlueSox

ATHLETE WAIVER/RELEASE FORM

Athlete's Name: _____

Last

First

M.I.

IN CONSIDERATION of being permitted to participate in any way in Drypond BlueSox Baseball activity (the "Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin: **(1.) ACKNOWLEDGE, AGREE AND REPRESENT** that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. **(2.) FULLY UNDERSTAND** that: (a) ATHLETIC 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 inactions, the actions or inactions of others participating in the Activity, the conditions 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 known or 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 AN DAMAGES I incur as a result of my participation in the Activity. **(3.) HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE, INCLUDING, BUT NOT LIMITED TO**, the Drypond BlueSox Baseball organization, the Activity organizers, the Activity sponsors, those persons and/or organizations administering the Activity, its/their sponsors and suppliers, and the Drypond BlueSox Associations, clubs, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place, and any other party indemnified and held harmless by the Drypond BlueSox, (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 OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE 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.

Agreement to Participate

I, or we (in the case of a parent on behalf of a participant under the age of eighteen (18) years old), grant to the Directors, Assistants, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for me or for my child (in the case of a parent on behalf of a participant under the age of eighteen (18) years old) en route to or from or at the Activity site or hospital or other medical facility. Should a health emergency arise, medical treatment as deemed necessary by competent medical personnel is authorized. In the case of a parent on behalf of a participant under the age of eighteen (18) years old, I understand that should a health emergency arise, I will be attempted to be notified, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby state that to the best of my knowledge the following information is complete:

PERSONAL PHYSICIAN'S NAME: _____ PHONE: _____

I am presently taking the following medication or pills: _____

I am allergic to the following (medicine, bee/insect stings, other): _____

I hereby authorize the Drypond BlueSox to allow the reproduction, dissemination, and/or publication of my name, voice, picture, image, likeness, performance, video and/or motion pictures of myself and/or my property for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording. This is to be done in conjunction with my participating in this Drypond BlueSox event and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in this event, nor will I receive any payment for the possible commercial use of my name, voice, picture, image, likeness, performance, video and/or motion pictures of myself and/or my property. I hereby release the Drypond BlueSox and/or its agents from any and all claims for damages based on the use of the said name, voice, picture, image, likeness, performance, video and/or motion pictures of myself and/or my property.

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 INTEND IT TO BE A 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**: _____
PHONE: _____

_____ DATE: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over):

MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT 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 MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF **PARENT/GUARDIAN**: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____

_____ **PARENT/GUARDIAN** Signature (only if participant is under the age of 18) _____ Date