

BombSquad Baseball's WAIVER and RELEASE

NO PLAYER OR COACH STEPS ONTO A FIELD WITHOUT THIS DOCUMENT EXECUTED

Team Name: _____ **Age Group:** _____

Team Manager: _____ **CELL PHONE** _____

As Manager, I assert that all parents and/or guardians of players listed have read and freely signed this document.

X _____ Date: _____

In consideration of being allowed to participate as a spectator, coach or team representative, or player in a BombSquad Baseball tournament at any location or fields so designated, I, the undersigned, have read and agree to the following:

- 1) Prior to and during participation, I have the opportunity to inspect the rules, weather, facilities, and equipment to be used, and if I believe anything is unsafe, I will advise my coach or supervisor and Tournament Director of such condition (s) in writing and refuse to participate or continue participating. I do understand the tournament may continue without me.
- 2) Each participant and spectator will engage in activities that involve risks and inherent risks of serious injury including permanent disability, death, and severe social and economic losses simply by attending or participating in a youth baseball tournament. These might result not only from my own actions or inactions, but from the actions, inactions or negligence of others, BombSquad Baseball, the rules of play, the field and premise conditions, or from any equipment used.

There are inherent risks in playing competitive baseball, such as, getting hit with baseballs, collisions with other players, moving on surfaces that are not perfectly flat, solid or smooth, etc. Baseballs from the field and adjacent fields are potential hazards and these hazards and risks can be significantly reduced by the spectator simply by sitting behind home plate fences and using umbrellas or tents. There may be other risks known or not known, not reasonably foreseeable at this time, or not mentioned above.

Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention in writing to the Tournament Director.

- 3) I assume all risks and accept personal responsibility and financial responsibility for the damages following any and all injury, permanent disability, or death through personal or team insurance and personal financial resources that occur to myself, my children, and any other spectators I have invited or brought to the tournament.
- 4) I hereby release and hold harmless and promise not to file suit against and any other renters or lessors of baseball complexes or fields used, as well as BombSquad Baseball and their respective administrators, directors, agents, owners, employees, contractors, vendors, volunteers and helpers and the owners and/or leasers of the premises used to conduct the event, including but not limited to the City of Portage Indiana, the City of Michigan City, Indiana, Michigan City High School, Marquette Catholic High School, Imagination Glen Park, and the Portage Parks Department, collectively which are hereafter referred to as "Releasees". The Releasees are released from any and all liability and claims to each of the undersigned, his or hers heirs and next of kin for any and all claims, demands, losses, or damages on account of injury or illnesses, including death, or damage to property, caused or alleged to be caused in whole or part by the actions, inactions or negligence of the Releasees to the fullest extent permitted by law.
- 5) By signing this document, I certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent provided by law
- 6) Threatening actions and verbal "noise pollution" are not permitted at BombSquad Baseball tournaments.

BY SIGNING BELOW, I ATTEST I HAVE READ THE TERMS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

	Player, Ward, or Coach First & Last Name & Jersey Number	Player's Age & Date of Birth	Print Name of Parent or Guardian	Signature of Parent or Guardian
X		Manager		
X		Assist Coach		
X		Assist Coach		
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