

# Junior Dons Baseball Academy Forms

## TERMS OF PARTICIPATION, PARENTS'/GUARDIANS' RESPONSIBILITIES

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

I, the undersigned parent or legal guardian of \_\_\_\_\_ (hereinafter referred to as "Participant"), request that Participant be allowed to participate in Junior Dons Baseball Academy Camps (Activity). In consideration for the opportunity for Participant to participate in the Activity, I agree to the following terms: **PARENTS'/GUARDIANS' RESPONSIBILITIES:** I am familiar with the nature of the Activity and understand that Bryan Zahn is available to discuss the Activity should I wish additional information. I also understand that **I am solely responsible for the arrival and departure of Participant at the beginning and end of the Activity. I will not** allow my child to remain at USF / Benedetti Diamond after the Activity without appropriate supervision or the written permission of the Junior Dons Baseball Academy staff. I agree that the Junior Dons Baseball Camp Staff or baseball program will have no responsibility for the supervision of my child at times other than during the Activity. I will inform my child that he/she is expected to cooperate with, and follow the directions of, the persons in charge of the Activity and to act in a manner consistent with the spirit of good sportsmanship and respect for the rights of others.

**RULES AND REQUIREMENTS:** I agree to accept all rules and requirements of the Activity. I further grant the Junior Dons Baseball Academy Staff the right to terminate Participant's participation in the Activity if it is determined that Participant's conduct is detrimental to the best interests of, or violates any rule of, the Activity.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the Junior Dons Baseball Academy, its directors, officers, employees and agents (hereinafter referred to as "Releasees") for any and all liability, including any and all claims, demands, causes of action (known and unknown), suits, or judgments of any and every kind (including attorney's fees), arising from any injury, illness or death to Participant or damage to Participant's property or my property, as the result of Participant's participation in the Program, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**ASSUMPTION OF RISK:** I understand that there are potential dangers incidental to Participant's participating in the Activity, some of which may be dangerous and which may expose Participant to the risk of personal injuries, property damage, or even death. I understand that these potential risks include, but are not limited to: injury from a bat, ball or any other piece of equipment present; injury or damage caused by other participants in the Activity; Participant slipping and falling during the Activity; negligent first aid operations or procedures of Releasees; and other risks that are unknown and unforeseeable at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVN IF ARISING FROM THE NEGLIGENCE OF RELEASEES,** and assume full responsibility for Participant's participating in the program.

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents, and assigns, agree to hold harmless, defend and indemnify the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, or judgments of any and every kind (including attorney's fees), arising from any injury, illness or death to Participant or damage to Participant's property or my property, as the result of Participant's participation in the Activity, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

**MEDICAL CONSENT:** **I am unaware of any health-related reasons which preclude or restrict Participant's participation in the Activity.** I hereby authorize the staff of the Junior Dons Baseball Academy to act for me according to their best judgment in any emergency in which Participant requires medical attention.

**CHOICE OF LAW/SEVERABILITY:** **I agree that this agreement shall be construed in accordance with the law of the State of California and is intended to be as broad and inclusive as permitted by such law. I further agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full force and effect.**

**PUBLICITY:** **I understand that Participant may be photographed and/or videotaped during the Activity. I hereby grant the University of San Francisco full unrestricted rights to the use of Participant's, photograph, voice, and likeness, in any form, including edited versions. I hereby release and hold harmless the Releasees from all claims of every kind on account of such use.**

I certify that I have custody of Participant or am the legal guardian of Participant by court order. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. **I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK, AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Print Name

Signature of Parent or Guardian

Date