

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 Giarratano Baseball 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 GBC are 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 GBC after the Activity without appropriate supervision or the written permission of GBC. I agree that GBC 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 GBC 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 University of San Francisco, 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 or unknown), suits, or judgments of any and every kind (including attorneys' 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: Thrown bats and balls, injury associated with sport participation, other common baseball related injuries; 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, EVEN 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 attorneys' 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 hereby authorize the staff of GBC to act for me according to their best judgement in any emergency in which Participant requires medical attention.

By checking this box I authorize the Giarratano Baseball Camps to use my child's picture and voice in photographic, electronic, or video images. I grant the GBC the right to use, publish, and reproduce pictures, videos, and electronic images of my child in film or electronic (video) form, sound and video recordings of my voice, and photographs in printed or electronic copy. I hereby waive the right to receive any payment for checking this box and waive the right to receive payment for GBC's use of the material described above for any purposes authorized by this release.

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 SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Parent or Guardian _____ Date