

**ACKNOWLEDGMENT, WAIVER, RELEASE AND INDEMNIFICATION
AGREEMENT**

The undersigned, who intends to take the Winter clinics at St John's located at St. John's University, New York (the "University"), hereby acknowledges that the Winter clinics are not sponsored by the University, and are being provided solely by Red Storm Baseball camps on the University's premises. I hereby acknowledge and accept that there are certain risks arising from or in connection with the Winter clinics, including but not limited to bodily injury. I am fully aware of the risks and hazards connected with the activity, and voluntarily assume full responsibility for any risks of loss, property damage or personal injury that may be sustained by me as a result of my taking Winter clinics, whether caused by the negligence of the University or otherwise.

I hereby represent and warrant that I am in good health and that I have no health condition, illness or communicable disease that may make my use of the Indoor facilities at St John's injurious to me or any other user of Indoor facilities at St John's. If I should develop any such condition, illness or disease during the term of the Winter Clinic, I promise to discontinue the Winter clinic until I have received an appropriate medical release from my doctor authorizing me to continue the Winter clinic.

I hereby release and forever discharge the University and its trustees, officers, servants, agents and employees from any and all liability for any damages, losses or injuries which may be sustained or suffered by myself arising out of, during or in connection with the Winter clinic.

I hereby hold harmless the University and its trustees, officers, servants agents and employees from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, judgments, costs or expenses, including attorneys' fees, which may result from, arise out of, or relate to the Winter clinic.

I further represent and warrant that my participation in the Winter clinic is covered by a policy of comprehensive health and accident insurance that provides coverage for injuries that I may sustain as part of my participation in the Winter clinic.

Date
I, _____,

Signature of Participant

- (A) am the parent or legal guardian of the above participant,
- (B) have read the foregoing Acknowledgment, Waiver, Release and Indemnification Agreement (including such parts as may subject me to personal financial responsibility),
- (C) am and will be legally responsible for the obligations and acts of the participant as described in this Acknowledgment, Waiver, Release and Indemnification Agreement, and
- (D) agree, for myself and for the participant, to be bound by its terms.

Signature of Parent/Guardian

Date