

## Waiver and Release of Liability and/or Negligence

In consideration of being allowed to participate in any way in the Monte Lee Baseball Camps and related events and activities, the undersigned, acknowledges, appreciates, and agrees that:

1. There is a risk of injury from the activities involved in the program, including the remote potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk of serious injury and does not exist; and.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHER ACTS OR OMISSIONS OF THE RELEASES or others, and assume full responsibility from my participation; and.
3. I willingly agree to comply with the customary terms and conditions for participation including compliance with all oral and written instructions. If however, I observe unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and.
4. I, for myself and behalf of heirs, assigns, personal representatives, family and next to kin, HEREBY RELEASE AND HOLD HARMLESS CLEMSON UNIVERSITY, MONTE LEE, MONTE LEE BASEBALL CAMPS, LLC., ALL CAMP INSTRUCTORS, their officers, trustees, board members, agents and/or employees, other participants, sponsoring agencies, sponsors, advertising, and if applicable, owners and lessors of premises used to conduct the event ("Releases"), WITH RESPECT TO ANY AND ALL CLAIM, DEMAND OR CAUSE OF ACTION ARISING FROM ANY INJURY, ILLNESS, DISABILITY, DEATH or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR ANY OTHER ACTS OR OMISSIONS OF THE RELEASES
5. I, for myself and on behalf of heirs, assigns, personal representatives, family and next to kin, hereby agree to indemnify, hold harmless and covenant not to sue the persons and entities hereby released against any loss, costs, damages, liens, expenses (including attorney's fees), lawsuits, claims, procedures, actions or other liability claimed or imposed upon the persons or entities, hereby released for any property damage or loss, personal injury of any kind, illness and/or death, whether arising from the negligence of the Releases or otherwise.
6. The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement in intended to be as broad and inclusive as is permitted by law of the state of South Carolina and that if any portion thereof is held invalid, it is expressly agreed that the remaining terms and conditions shall, notwithstanding, continue in full legal force and effect. The undersigned further agrees that this agreement will be construed under the laws of the state of South Carolina.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I FURTHER UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND FULLY INTEND THIS AGREEMENT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE ABOVE RELEASES TO THE GREATEST EXTENT ALLOWED BY LAW. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Participant's Name \_\_\_\_\_

**\*\*FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION) \*\***

I hereby authorize enrollment of my child in the Monte Lee Baseball Camps. I further certify that I, as parent/guardian with legal responsibilities for this participant, do consent and agree to his/her release of all the releases as provided above, and for myself, my heirs, my family, and next to kin, I release and agree these programs as provided above, EVEN IF ARISING FROM THE RELEASES'S NEGLIGENCE. I fully understand the terms and conditions of this Agreement as set forth above and expressly agree to be bound by the foregoing terms and conditions.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian's Name Printed \_\_\_\_\_

**\*\*NOTE: A fully signed copy of this Agreement must be received before the Participant is allowed to take part in any activity of Monte Lee Baseball Camps.**