

RELEASE AND WAIVER

**STATE OF TEXAS**

**COUNTY OF HAYS**

WHEREAS, the below named Parent, or an authorized person for the child, "Parent", has enrolled their child in the "Steven Trout Baseball Camp" ("Steven") baseball camp;

WHEREAS, Parent acknowledges that baseball is an inherently dangerous sport that can result in an injury and sometimes serious and permanent injuries; and

THEREFORE Parent, in consideration of the sum of ONE and NO/100 (\$1.00), and the other valuable consideration, receipt which is acknowledged and confessed, hereby RELEASES, and by these presents do for ourselves, our heirs, executors, legal representatives, successors, insurers and assigns RELEASES Steven, his employees, agents, assigns heirs and successors, who might be liable from any and all claims, demands, charges, costs of court including but not limited to attorney fees, and causes of action of whatsoever nature, or any other legal theory arising out of the instruction and training of Parent or Parent's child; from any and all liability damages of any kind known or unknown, whether in contract or in tort, property damages and any other damages which have accrued or may ever accrue to Parent, their heirs, executors, legal representatives, administrators, successors or assigns, for or on account of the facts and subject matter referred to above.

As part of the consideration for the payment of the above mentioned sum of consideration, we (Parent) expressly warrant and represent and do state for the party referred to above and represent to each and all of the party released, that:

1. we (I) is/are legally competent to execute this release and agreement and we are above the age of eighteen (18) years;
2. no promise or agreement which is not expressed has been made to me in executing this release;
3. we (I) is/are not relying upon any statement or representation of any agent of the party being released;
4. **INDEMNITY:** For the additional consideration of receiving instructional training, we agree to and do hereby INDEMNIFY, SAVE and HOLD, Steven HARMLESS from any and all claims, demands, causes of action, or lawsuits, based upon the events, transactions, and incident made the basis of this agreement, asserted by any individual or entity, based upon any theory of recovery, whether at law or in equity, whether made by way of subrogation, contract, assignment, contribution, indemnity, or otherwise claiming by or through us, including a defense of any of the above.

WHEREAS, it is acknowledged, agreed and understood that we have read this full release and that it is a complete, written statement of the terms and conditions of the release.

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 2023.

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Name of Child

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Parent/Guardian Signature

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Print name of Parent/Guardian