

WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way with the EMPORIA REDS BASEBALL ACADEMY program, and related events and activities, the undersigned:

1. Agrees that the parent(s), and/or legal guardian(s), will instruct their minor participant to adhere to all posted and verbal warnings and rules of the game of baseball and facilities utilized. Also, agree that prior to participating, they should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he or she should immediately advise his team manager or Head Coach of such condition and refuse to participate.

2. ACKNOWLEDGES AND FULLY UNDERSTANDS that each participant will be engaging in ACTIVITIES THAT INVOLVE certain inherent risks OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, and severe social and economic losses might result not only from their own actions, inactions, or negligence, but the action, inaction, or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, there may be other risks not known to us or not reasonably foreseen at this time.

3. ASSUMES ALL OF THE FOREGOING RISK AND ACCEPT PERSONAL RESPONSIBILITY of self, participant and family members for the damages following such injury, permanent disability or death.

4. RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE

The Emporia Reds Baseball Academy, its affiliated leagues/clubs, their respective board members, administrators, coaches, employees, and volunteers of the organization, other participants, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct all related events, all of which are hereafter referred to as "releases", from any and all liability to each of the undersigned, his or her heirs and next-of-kin for any and ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

5. If a player commits to a Reds team, they are expected to pay full player fees and no refunds will be administered. In the case a team commits to a league and then does not play in the league, any and all administration league fees charged to the Reds will be the responsibility of the participant. Also, the Reds Organization will charge an additional \$10 administration fee to be paid by the participant. For special circumstances, the Reds will refund player fees minus any league administration fees and the Reds administration fee.

6. Player Fees are due November 1 (1st half) and February 1 (2nd half) of the respective Reds season. If there is nonpayment or payment arrangements have not been made with the Reds by these dates, the athlete will not be allowed to participate with the team. Player fees are as follows: 7U & 8U - \$300; 9U & 10U - \$325; 11U & 12U - \$375; 13U & 14U - \$400.

7. I hereby grant the Emporia Reds Baseball Academy permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including web-based publications, without payment or other consideration.

8. The invalidity or unenforceability of any provision of this agreement waiver shall not affect the validity or enforceability of any other provision of this agreement.

9. Any controversy or claim arising out of or relating to this waiver/release agreement, or breach thereof, shall be settled by arbitration administered by American Arbitration Association in accordance with its rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT BY SIGNING I/WE HAVE VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

Parent or Guardian (*Signature/Relation*)

Date

Printed Name of Player/Participant