

CAROLINA ROCKIES SHOWCASE, LLC
WAIVER AND ASSUMPTION OF THE RISKS

Print Name: (hereinafter "Participant") _____

Age: (If under 18) _____

Participant agrees and understands that all activities related to the manner in which Participant uses real property, personal property, or any and all equipment owned by Carolina Rockies Showcase, LLC is solely at Participant's **OWN** risk, and that Carolina Rockies Showcase, LLC is not liable for any injury which may occur during any and all activities, whether bodily injury or otherwise.

Carolina Rockies Showcase, LLC shall not be liable for any injury to or for the death of a Participant resulting from the inherent risks of baseball activities and no Participant or Participant's representative shall maintain an action against or recover from Carolina Rockies Showcase, LLC, any agent of Carolina Rockies Showcase, LLC, or any other person engaged in any activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of baseball activities.

I further agree to release Carolina Rockies Showcase, LLC, it's agents and employees, from any and all liability for ANY injuries I may sustain while participating, observing, or playing baseball, or any and all activities associated with Carolina Rockies Showcase, LLC. Participant further agrees to indemnify and hold Carolina Rockies Showcase, LLC harmless as to all claims, actions, damages, costs and expenses, including attorney's fees, arising from any accident or injury occurring during use of Carolina Rockies Showcase, LLC real property, personal property, or any and all equipment owned by Carolina Rockies Showcase, LLC.

The aforesaid release and limitation of liability includes, without limitation, any obligations of Carolina Rockies Showcase, LLC with respect to consequential damages and negligent behavior. **The Participant shall be responsible for his/her own safety.**

Participant agrees that they have been fully warned and advised by Carolina Rockies Showcase, LLC that the Participant should wear protective headgear (helmet), and that the participant assumes the risk in participating in any baseball game, practice, meeting, or any other association of the team.

Should medical treatment be required, Participant and/or Participant's own accident/medical insurance company shall pay for all such incurred expenses.

***If Participant is a minor child, Participant's Legal Guardian ("Guardian") hereby waives their right to maintain an action against or recover against Carolina Rockies Showcase, LLC on behalf of themselves, and hereby agrees to indemnify and hold Carolina Rockies Showcase, LLC harmless in any suit brought on behalf of the minor child for which Guardian signs this Waiver and Assumption of the Risk.

Signature of Participant (or Guardian if Participant is a minor child) _____

Date: _____