

Agreement to Participate with Waiver and Release of Liability

Release and Waiver of Liability, Assumption of Risk and Indemnity and Parental Consent Agreement known as (“Agreement”)

In consideration of being allowed to participate at the training facility located at 2184 Rice Avenue Lake City, PA 16423 known as TRI-BORO BP I agree to the following:

1. I Acknowledge, agree and represent that I fully understand baseball, softball and physical training activities require that I am in good health and proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue the activity.
2. I fully understand that Baseball, Softball and physical training activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis and the possibility of death. These risks and dangers may be caused by my own actions or inactions of others participating in the activities, the conditions in which the activities take place, or the negligence of the “releasees” named below. I fully accept and assume any and all responsibility for loses, costs, and damages I incur as a result of my participation or that of the minor in the activity.
3. I herby release, discharge and covenants not to sue TRI-BORO BP, owners, employees, agents, members, volunteers and other participants and lessors of the premise on which the activity takes place, (each considered one of the releases herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity, I or anyone on my behalf makes a claim against any of the releases, I will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage or cost which any may occur as the result of such claims.

I have read this agreement and fully understand its terms and understand that I have given up substantial rights by signing this waiver and have signed freely without any inducement or assurance of any form and intend this to be a complete and unconditional release of liability.

For parents and guardians of participants of minors (Under 18 years of age at the time of signing this waiver) this is to certify that I parent/guardian with legal responsibility for this participant, have read the agreement to participate with Waiver and Release of Liability and I agree to release and hold harmless and waive subrogation to TRI-BORO BP, owners, employees, agents, members, volunteers and other participants and lessors of the premise on which the activity takes place, and all others from any and all liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, even if arising from ordinary negligence, to the fullest extent permitted by law.

I further agree to instruct my minor child to comply with he stated terms and conditions for participation in the activity itself. If the minor is not behaving in such a way that is not in compliance with the terms and conditions for participation in the activity, I will remove the minor from participation.

Participant Name(Print)

Participant Signature

Date

Parent or Guardian Name (Print)

Parent or Guardian Signature

Date