

# PARTICIPATION AGREEMENT AND WAIVER

## TOTAL BASEBALL TRAVEL TEAM

THIS PARTICIPATION AGREEMENT AND WAIVER (the "Agreement") is made and entered into as of the date of signature below (the "Effective Date"), by and between Total Baseball, a youth sports organization providing travel baseball team services (hereinafter referred to as "Total Baseball"), and the undersigned player and parent(s) or legal guardian(s) (collectively referred to as "Family").

## RECITALS

WHEREAS, Total Baseball operates competitive travel baseball teams that participate in tournaments, leagues, and other competitive baseball events;

WHEREAS, Family desires for Player to participate in Total Baseball's travel baseball program;

WHEREAS, participation in Total Baseball's travel baseball program requires a significant commitment of time, effort, and financial resources from both Total Baseball and Family;

WHEREAS, Total Baseball must make advance financial commitments for tournament registrations, facility rentals, equipment, uniforms, coaching staff, and administrative expenses based on the expected participation of all registered players;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

## 1. TERM AND PARTICIPATION

- 1.1 **Term.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until the conclusion of the baseball season ending on [DATE], unless earlier terminated as provided herein.

2. 1.2 **Participation.** Total Baseball agrees to provide Player with the opportunity to participate in the travel baseball program, which includes:
  1. Professional coaching and instruction;
  2. Scheduled practices and training sessions;
  3. Participation in tournaments, leagues, and competitive events;
  4. Team uniform and equipment as specified in the program description; and
  5. Administrative support and team management.
3. 1.3 **Player Commitment.** Family agrees that Player shall attend and participate in all scheduled practices, games, tournaments, and team events, except when prevented by illness, injury, or other circumstances approved in advance by the coaching staff.

## 2. FEES AND PAYMENT

1. 2.1 **Program Fees.** Family agrees to pay Total Baseball the sum of \$[AMOUNT] (the "Program Fee") for Player's participation in the travel baseball program.
2. 2.2 **Payment Schedule.** The Program Fee shall be paid according to the following schedule:
  1. Initial deposit of \$[AMOUNT] due upon execution of this Agreement;
  2. [NUMBER] monthly installments of \$[AMOUNT] due on the [DAY] of each month beginning [MONTH/YEAR] and ending [MONTH/YEAR].
3. 2.3 **Additional Expenses.** Family acknowledges and agrees that the Program Fee does not include certain additional expenses that may be incurred during the season, including but not limited to:
  1. Travel expenses, including transportation, lodging, and meals;
  2. Additional equipment or uniform items not provided by Total Baseball;
  3. Individual training or instruction outside of team practices; and
  4. Other incidental expenses related to participation in the travel baseball program.
4. 2.4 **Late Payments.** Any payment not received within ten (10) days of the due date shall be subject to a late fee of \$[AMOUNT]. Continued failure to make timely payments may result in Player's suspension from participation in team activities until the account is brought current.

## 3. NO-REFUND POLICY

1. 3.1 **No Refunds.** Family expressly acknowledges and agrees that ALL FEES PAID TO TOTAL BASEBALL ARE NON-REFUNDABLE. Total Baseball shall not provide refunds, credits, or prorated returns of any fees paid under any circumstances, including but not limited to:
  1. Player's voluntary withdrawal from the program for any reason;
  2. Player's inability to participate due to injury, illness, or medical condition;
  3. Player's dismissal from the program due to disciplinary reasons;
  4. Player's relocation or change in residence;
  5. Player's academic commitments or conflicts;

6. Player's participation in other sports or activities;
  7. Dissatisfaction with playing time, coaching decisions, or team performance;
  8. Cancellation or rescheduling of games, tournaments, or practices due to weather, facility issues, or other circumstances beyond Total Baseball's control; or
  9. Any other reason not specifically enumerated above.
2. **3.2 Acknowledgment of Financial Commitments.** Family acknowledges and understands that Total Baseball makes significant financial commitments in advance based on player registrations, including but not limited to tournament registrations, facility rentals, equipment purchases, uniform orders, coaching staff compensation, and administrative expenses. These commitments are made in reliance upon Family's agreement to pay the full Program Fee regardless of Player's continued participation.
  3. **3.3 Continued Financial Obligation.** Family's obligation to pay the full Program Fee continues even if Player ceases to participate in the program for any reason. Family shall remain responsible for all installment payments as they become due until the Program Fee is paid in full.

## **4. ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

1. **4.1 Assumption of Risk.** Family acknowledges and understands that participation in baseball and related activities involves inherent risks of injury, illness, permanent disability, and death. These risks include, but are not limited to:
  1. Injuries resulting from physical contact with other players, equipment, facilities, or spectators;
  2. Injuries resulting from physical exertion, conditioning, and training activities;
  3. Injuries resulting from environmental conditions, including heat, humidity, cold, rain, and lightning;
  4. Injuries resulting from travel to and from practices, games, tournaments, and other team events; and
  5. Potential exposure to communicable diseases, including but not limited to COVID-19.
2. **4.2 Waiver of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, FAMILY HEREBY WAIVES, RELEASES, ABSOLVES, INDEMNIFIES, AND AGREES TO HOLD HARMLESS TOTAL BASEBALL, ITS DIRECTORS, OFFICERS, COACHES, EMPLOYEES, AGENTS, SPONSORS, FACILITY PROVIDERS, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, COSTS, EXPENSES, DAMAGES, AND LIABILITIES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR IN CONNECTION WITH PLAYER'S PARTICIPATION IN THE TRAVEL BASEBALL PROGRAM, INCLUDING PERSONAL INJURY, PROPERTY

DAMAGE, OR DEATH, WHETHER CAUSED BY THE NEGLIGENCE OF TOTAL BASEBALL OR OTHERWISE.

3. **4.3 Medical Treatment Authorization.** Family authorizes Total Baseball, its coaches, and representatives to consent to medical treatment for Player in the event of injury or illness when Family cannot be reached to provide consent. This authorization extends to any physician, hospital, or other healthcare provider and includes, but is not limited to, hospitalization, diagnostic tests, medication, anesthesia, surgery, and other medical treatments deemed necessary by the attending healthcare provider.

## 5. PLAYER CONDUCT AND DISCIPLINE

1. **5.1 Code of Conduct.** Player and Family agree to abide by Total Baseball's Code of Conduct, which includes but is not limited to:
  1. Demonstrating good sportsmanship and respect toward coaches, teammates, opponents, officials, and spectators;
  2. Refraining from the use of profanity, obscene gestures, or unsportsmanlike conduct;
  3. Attending all scheduled practices, games, and team events on time and prepared to participate;
  4. Following the instructions and decisions of the coaching staff;
  5. Refraining from the use of alcohol, tobacco, or illegal drugs; and
  6. Representing Total Baseball in a positive manner at all times.
2. **5.2 Disciplinary Action.** Total Baseball reserves the right to take disciplinary action against Player for violations of the Code of Conduct or other inappropriate behavior. Disciplinary action may include, but is not limited to:
  1. Verbal warning;
  2. Temporary suspension from participation in practices, games, or other team activities;
  3. Reduction in playing time; or
  4. Dismissal from the program without refund.
3. **5.3 Parent/Guardian Conduct.** Family agrees to conduct themselves in a respectful and supportive manner at all team events. Family shall refrain from criticizing coaches, players, officials, or other parents in a public or disruptive manner. Violations of this provision may result in Family being asked to leave the premises or being prohibited from attending future team events.

## 6. UNIFORMS AND EQUIPMENT

1. **6.1 Team Uniforms.** Total Baseball will provide Player with the team uniform package as specified in the program description. Family is responsible for maintaining the uniform in good condition throughout the season.
2. **6.2 Additional Equipment.** Player is responsible for providing all personal equipment necessary for participation, including but not limited to baseball glove, bat, helmet, cleats, and protective gear. All equipment must meet the safety

standards and specifications established by Total Baseball and the governing baseball organizations.

3. **6.3 Uniform and Equipment Replacement.** Family shall be responsible for the cost of replacing any lost, stolen, or damaged uniform items or equipment provided by Total Baseball.

## **7. TEAM SELECTION AND PLAYING TIME**

1. **7.1 Team Selection.** Total Baseball has sole discretion in selecting players for its travel teams. Selection is based on skill level, attitude, commitment, and other factors deemed relevant by the coaching staff.
2. **7.2 Playing Time.** Family acknowledges and agrees that participation in Total Baseball's travel program does not guarantee any specific amount of playing time. Playing time decisions are made solely by the coaching staff based on player performance, attitude, attendance, team needs, and other factors deemed relevant by the coaches.
3. **7.3 No Refunds for Playing Time.** Family expressly acknowledges and agrees that dissatisfaction with playing time or coaching decisions shall not entitle Family to any refund or reduction of fees paid or owed to Total Baseball.

## **8. COMMUNICATION AND DISPUTE RESOLUTION**

1. **8.1 Communication Protocol.** Family agrees to follow Total Baseball's communication protocol for addressing concerns or issues:
  1. Wait 24 hours after the incident or decision giving rise to the concern;
  2. Request a private meeting with the coach at an appropriate time and place (not during or immediately before or after a game or practice);
  3. If the issue is not resolved, request a meeting with the program director or organization leadership; and
  4. Maintain confidentiality and professionalism throughout the process.
2. **8.2 Dispute Resolution.** Any dispute arising out of or relating to this Agreement shall be resolved through the following process:
  1. The parties shall first attempt to resolve the dispute through good-faith negotiation;
  2. If negotiation fails to resolve the dispute within thirty (30) days, the parties shall submit the dispute to mediation before a mutually agreed-upon mediator; and
  3. If mediation fails to resolve the dispute within sixty (60) days after the commencement of mediation, either party may pursue legal remedies as provided in Section 9.2.

## **9. MISCELLANEOUS PROVISIONS**

1. **9.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.
2. **9.2 Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without giving effect to any choice of law or conflict of law provisions. Any legal action arising out of or relating to this Agreement shall be filed in the courts of [COUNTY] County, [STATE].
3. **9.3 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or, if no such modification is possible, such provision shall be severed from this Agreement. In either case, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not be affected or impaired.
4. **9.4 Modification.** This Agreement may not be amended, modified, or supplemented except by a written instrument executed by both parties.
5. **9.5 Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party.
6. **9.6 Force Majeure.** Total Baseball shall not be liable for any failure or delay in performing its obligations under this Agreement due to acts of God, war, terrorism, civil unrest, fire, explosion, flood, epidemic, pandemic, quarantine restrictions, strikes, governmental actions, or other causes beyond its reasonable control.
7. **9.7 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **9.8 Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
9. **9.9 Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to Total Baseball:  
[TOTAL BASEBALL ADDRESS]  
[CITY, STATE ZIP]  
Attention: [CONTACT PERSON]

If to Family:  
[FAMILY NAME]  
[ADDRESS]  
[CITY, STATE ZIP]  
[PHONE NUMBER]  
[EMAIL ADDRESS]

1. **Electronic Signatures.** The parties agree that electronic signatures shall be valid and binding for all purposes related to this Agreement.

# 10. ACKNOWLEDGMENT AND ACCEPTANCE

BY SIGNING BELOW, FAMILY ACKNOWLEDGES THAT THEY HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE NO-REFUND POLICY SET FORTH IN SECTION 3. FAMILY FURTHER ACKNOWLEDGES THAT THEY HAVE HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL OF THEIR CHOOSING AND ARE SIGNING THIS AGREEMENT VOLUNTARILY AND WITHOUT COERCION.

TOTAL BASEBALL:

By: \_\_\_\_\_  
Name: [AUTHORIZED REPRESENTATIVE]  
Title: [TITLE]  
Date: \_\_\_\_\_

FAMILY:

Player Name: \_\_\_\_\_

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date