



## **BURFORD OPTIMIST YOUTH BASEBALL WAIVER AND RELEASE OF LIABILITY**

(To be signed by participants 18 yrs of age and older)

*By signing this form you give up important legal rights. Please read carefully!*

This is a binding legal agreement. As a Participant in the programs, activities and events of the Burford Optimist Youth Baseball, the undersigned acknowledges and agrees to be bound by following terms.

### **Disclaimer:**

The Burford Optimist Youth Baseball club, their directors, officers, members, employees, coaches, volunteers, officials, participants, clubs, agents, sponsors, owners/operators of facilities, and representatives (the "Organization") are not responsible for any injury, damage or loss of any kind suffered by a Participant during, or as a result of, any program, activity or event, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

### **Description of Risks:**

In consideration of my participation in such programs, activities and events, I hereby acknowledge that I am aware of the risks and hazards associated with and related to baseball. The risks and hazards of baseball include, but are not limited to:

- Injuries from executing strenuous and demanding physical techniques in baseball;
- Injuries from dry land training including weights, running, and massage;
- Injuries from grass, turf and other surfaces including bacterial infections and rashes;
- Injuries resulting from falls to the ground due to uneven or irregular terrain or surfaces;
- Injuries from collisions with fence walls and baseball equipment;
- Injuries resulting from failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
- Spinal cord injuries which may render me permanently paralyzed;
- Injuries from extreme weather conditions which may result in heatstroke, sunstroke or hypothermia;
- Injuries from contact, colliding or being struck by other participants, spectators, equipment or vehicles;
- Injuries resulting from vigorous physical exertion and strenuous cardiovascular workouts;
- Injuries from exerting and stretching various muscle groups; and
- Travel to and from competitive events and associated non-competitive events which are an integral part of the organization's activities.

### **Furthermore, I am aware:**

- That injuries sustained in baseball can be severe;
- That I may come into close contact with other participants, including the possibility of accidental and unexpected contact;
- That I may experience anxiety while challenging myself during the activities;
- That my risk of injury is reduced if I follow all rules adopted during training; and
- That my risk of injury increases as I become fatigued.

### **Release of Liability:**

In consideration of the Organization allowing me to participate, I agree:

- a) To assume all risks arising out of, associated with or related to my participation;
- b) To be solely responsible for any injury, loss or damage that I might sustain while participating; and
- c) To release the Organization from liability for any and all claims, demands, actions and costs that might arise out of my participating, even though such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by the negligence of the Organization.

### **Acknowledgment:**

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, executors, administrators and representatives.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE OF PLAYER/PARENT OR GUARDIAN  
(if under 18)

\_\_\_\_\_  
DATE