

THIS IS AN IMPORTANT DOCUMENT THAT WAIVES YOUR LEGAL RIGHTS

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND WAIVER OF CONSTITUTIONAL RIGHT

In consideration of my and my child's participation in any way in the **FS21 Baseball** baseball club ("Club") games, practices, tryouts, and other activities ("Baseball Activities"), I do for me, my personal representatives, assigns, heirs, children, and next-of-kin:

1. Agree, represent, and acknowledge and understand the nature of Baseball Activities and that my child is qualified, in good health, and in proper physical condition to participate in such Baseball Activities. I further acknowledge that the Baseball Activities will be conducted in public and private parks and facilities open to the public during the Baseball Activities and upon which hazards are to be expected.

2. I further agree and warrant that at any time if I believe conditions to be unsafe, I will immediately discontinue my and my child's further participation in the Baseball Activities.

3. I fully understand that (a) baseball involve risks and dangers of serious bodily injury including permanent disability, paralysis and death ("Risks"); (b) these Risks and dangers may be caused by my and my child's own actions, or inactions, the actions or inactions of others participating in the Baseball Activities, the condition of facilities in which the Baseball Activities take place, or the negligence or gross negligence of "Releasees" as designated herein; (c) there may be other risks and other social and economic losses either not known to me or not readily foreseeable at this time; (d) and I fully accept and assume all such Risks and all responsibility for losses, costs, and damages I and my child may incur as a result of my and my child's participation in the Baseball Activities.

4. **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE CLUB, ANY OF ITS DIRECTORS, AGENTS, OFFICERS, MEMBERS, VOLUNTEERS, EMPLOYEES, ANY OTHER PARTICIPANTS, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, ANY OWNERS OR LESSORS OF THE PREMISES ON WHICH THE BASEBALL ACTIVITIES TAKE PLACE (ALL COLLECTIVELY DEFINED AS "RELEASEES"), FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY OR MY CHILD'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING THE NEGLIGENCE IN RENDERING ANY KIND OF CARE WHATSOEVER.**

5. I further agree that despite this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, if I, or anyone on my behalf or on behalf of my child, makes a claim against any of Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney's fees, losses, liability, damages, and costs which any may be incurred as the result of this claim.

6. I further agree, acknowledge, and understand that this Release and Waiver of Liability, Assumption of Risk, Indemnity Agreement and Waiver of Constitutional Right, shall be applicable to any and all Baseball Activities from this date forward regardless of whether I or my child remain a member of the Club and expressly agree that this "Agreement" is intended to be applicable to any Club activity from the date of the execution of this Agreement.

7. **I, ON BEHALF OF MYSELF AND MY MINOR CHILD, HEREBY RELEASE, WAIVE AND OTHERWISE DISAVOW ANY PROTECTION OF ARTICLE 18, SECTION 5, OF THE ARIZONA CONSTITUTION, WHICH ALLOWS FOR THE DEFENSES OF CONTRIBUTORY NEGLIGENCE OR ASSUMPTION OF RISK TO BE A QUESTION OF FACT AND EXPRESSLY ACKNOWLEDGE THAT THE WAIVER OF THIS CONSTITUTIONAL RIGHT AND THE CONTENT OF THIS RELEASE SHALL FOREVER BAR MY RIGHTS TO MAKE A CLAIM, SUE OR OTHERWISE FILE ANY TYPE OF LITIGATION AGAINST RELEASEES.**

I EXPRESSLY ACKNOWLEDGE WAIVING THE AFOREMENTIONED CONSTITUTIONAL RIGHT.

I have read this Agreement, fully understand its terms, understand that I am giving up substantial rights, **including waiving a constitutional right**, by submitting an online registration it, and have agreed/signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release and/or waiver of any and all liability and/or constitutional right to the greatest extent allowed by the law and agree that if any portion of this agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect.