

TOURNAMENT SITE \_\_\_\_\_

AGE: 18U

Team Release: COACH MUST READ BOTH FRONT AND BACK BEFORE SIGNING!

I accept the fact that games may be played in adverse mud or weather conditions due to the nature of the event. I release any rights to photographs taken and give permission for my name and my team name to be used for any news or promotional purposes by HWOB, Baseball For Kids and/or its associates.

MUST BE COMPLETED AND TURNED IN TO HWOB BY MAY 15!

Rosters may have up to 20 players maximum. Roster additions will be accepted before each tournament. Roster checks will be handled as official protests with the appropriate fees. Any player without parent or guardian signature on the roster has no HWOB rights and assumes full personal liability for any action at a HWOB sponsored event.

DATE \_\_\_\_\_

MANAGERS NAME \_\_\_\_\_

TEAM NAME \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

Telephone: (Home) \_\_\_\_\_ (OFFICE) \_\_\_\_\_

FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

MANAGER/COACH SIGNATURE: \_\_\_\_\_

PLEASE PRINT LEGIBLY

	PLAYER (please print)	BIRTH DATE	PARENT/GUARDIAN SIGNATURE	GPA	SAT/ACT	POS	HT	WT	HIGH SCHOOL	GRAD YEAR
1			I HAVE READ THE BACK							
2			I HAVE READ THE BACK							
3			I HAVE READ THE BACK							
4			I HAVE READ THE BACK							
5			I HAVE READ THE BACK							
6			I HAVE READ THE BACK							
7			I HAVE READ THE BACK							
8			I HAVE READ THE BACK							
9			I HAVE READ THE BACK							
10			I HAVE READ THE BACK							
11			I HAVE READ THE BACK							
12			I HAVE READ THE BACK							
13			I HAVE READ THE BACK							
14			I HAVE READ THE BACK							
15			I HAVE READ THE BACK							
16			I HAVE READ THE BACK							
17			I HAVE READ THE BACK							
18			I HAVE READ THE BACK							
19			I HAVE READ THE BACK							
20			I HAVE READ THE BACK							

## **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of PARTICIPANT's registration with **Hardtke World of Baseball**, its affiliates, and any local sponsoring association and member teams (hereafter, collectively referred to as "HWOB") and Participant's being allowed to participate in HWOB events and member team activities, PARTICIPANT or PARTICIPANT's parent(s) or legal guardian(s) on behalf of PARTICIPANT (if PARTICIPANT is a minor or has a legal guardian) relinquishes and waives any and all claims and causes of events and member team activities, wherever and however such personal injuries, property damage or wrongful death occur. In the language which follows, any reference to a "PARTICIPANT" includes the PARTICIPANT and any and all of PARTICIPANT'S parent(s) or guardian(s) signing on behalf of such PARTICIPANT, and "HWOB activities" means any HWOB events and member team activities.

To the best of his or her knowledge, PARTICIPANT acknowledges, understands, has full knowledge of, and assumes all risks inherent in each and all HWOB Activities and understands that such sports and activities involve risks to PARTICIPANT, including possible bodily injury, partial or total disability, paralysis, death and other injuries and damages which may arise therefrom, PARTICIPANT further acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of others including the "RELEASEES," identified below; and (b) that there may be risks and dangers in connection with or relation to HWOB activities not known for reasonably foreseeable at the present time.

PARTICIPANT acknowledges, understands, and assumes the risks arising from the use of or presence in or at facilities or premises in or at which HWOB Activities take place. PARTICIPANT further acknowledges, understands, and agrees that included within scope of this Agreement are any claims or causes of actions (a) arising from the performance or failure to perform maintenance or inspection or to supervise or control such facilities or premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or premises; (c) arising from negligent selection, appointment or retention of any RELEASEES; and (d) arising from negligent supervision or instruction of or by any RELEASEES.

**PARTICIPANT UNDERSTAND AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO EXEMPT, WAIVE, AND RELEASE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.**

PARTICIPANT expressly acknowledges and agrees that the activities at the event in which he or she is participating are dangerous and involve the risk of serious and/or death and/or property damage. PARTICIPANT further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

"RELEASEES" means Hardtke World of Baseball, and each of their respective affiliates and any sponsoring association, member teams, event hosts, and other PARTICIPANTS, coaches, official, sponsors, advertisers, and owners and operators of facilities and premises used for HWOB activities, and any and all officers, directors, agents, employees and representatives of any of the foregoing.

PARTICIPANT agrees that if any claims or causes of action relating to Participant's personal injury or wrongful death or for property damage relating to or arising out of any HWOB activities is made or commenced against any RELEASEES, PARTICIPANT shall defend, indemnify, and hold harmless such RELEASEES from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorneys' fees and costs and expenses to defend.

### **PARTICIPANTS AGREE THAT:**

1. Before participating in any HWOB activities, they will inspect the facilities, premises and equipment to be used, and if they believe that anything is unsafe, they will immediately advise their coaches or supervisors of such conditions and refuse to participate.
2. High school and college players must check their league/conference eligibility rules before the players or teams accept any awards, and such players understand that by accepting awards, they also accept the eligibility rulings which may be imposed.
3. It may be necessary to play games in adverse weather conditions due to the nature of the particular events.

**PARTICIPANT ACKNOWLEDGES THAT HE OR SHE (A) HAS READ THE ABOVE PARAGRAPHS; (B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY OF RELEASEES WITHOUT REASONABLE VERIFICATION OR INQUIRY; (C) HAS, TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION, BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF HWOB ACTIVITIES; AND (D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, SUCH AS THE HWOB ACTIVITIES TO EXIST IN THEIR PRESENT FORM.**