

# JP Longball

## EXPRESS ASSUMPTION OF RISK, COMPLETE WAIVER AND RELEASE AGREEMENT NOT TO SUE, AND INDEMNITY AGREEMENT ("AGREEMENT")

### READ THIS CAREFULLY-IT AFFECTS YOUR LEGAL RIGHTS

#### Registration:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ DOB: \_\_\_\_\_ Camp #: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Allergies: \_\_\_\_\_

(Please Print All Information Legibly)

In consideration of the services of JP Longball, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "JP Longball"), **I hereby release and discharge JP Longball, on behalf of myself, my children, my parents, my heirs, assigns, personal/legal representative and estate as follows:**

1. I acknowledge that baseball entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. Furthermore, JP Longball employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a player's fitness or abilities. They might give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risk involved in or arising from this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily and expressly release, forever discharge, and agree (i) not to sue JP Longball and (ii) to indemnify, defend and hold harmless JP Longball from and against any and all claims, demands, or causes of action, injuries, damages, and/or costs which are in any way connected with my participation in this activity or my use of JP Longball equipment or facilities, including any such claims by way of example and not limitation, which allege negligent acts or omissions of JP Longball. I hereby waive to the fullest extent possible the protection afforded by any statute or law in any jurisdiction(e.g., Calif. Civil Code § 1542) whose purpose, substance and/or effects is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release. **INITIAL** \_\_\_\_\_

4. Should JP Longball or anyone acting on their behalf, be required to incur attorney's fees and cost to enforce this Agreement, I agree to indemnify, defend and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I agree to assume – and bear the costs of – all risks that may be created, directly and indirectly, by any such condition.

6. **By signing this Agreement, I acknowledge that if anyone is hurt, including the undersigned, or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against JP Longball on the basis of any claim from which I have released JP Longball herein. I have (i) had sufficient opportunity to read this entire Agreement, (ii) read and understood this Agreement, agree to be bound by its terms, and (iii) surrendered valuable rights knowingly and do so freely and voluntarily.**

Player Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### CONSENT OF PARENT OR GUARDIAN (Required For Players Under 18 Years Of Age)

In consideration of JP Longball services and/or facilities to the above named Player:

I, \_\_\_\_\_  
(First Name) (Middle Name) (Last Name)

parent and/or guardian of the player, minor, do hereby agree both on behalf of myself and the player and his/her/ my assigns and legal representatives, to all of the terms and conditions set forth in the above Agreement. I have read and understand such Agreement. I understand that by my execution of this Agreement I surrender valuable rights and I do so knowingly, freely and voluntarily.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_