

**WAIVER OF LIABILITY, RELEASE OF LIABILITY  
and ASSUMPTION OF THE RISKS  
California Baseball Farm Club, LLC**

**TO BE COMPLETED AND SIGNED BY EVERY MEMBER AND PERSON USING FACILITY**

**Name of Participant (Print)** \_\_\_\_\_

**Address/City/Zip** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_ **Phone Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_

**Disclaimer:** CALIFORNIA BASEBALL FARM CLUB, LLC ("CBFC") IS NOT RESPONSIBLE FOR ANY INJURY, INCLUDING DEATH, OR LOSS OF PROPERTY TO ANY PERSON SUFFERED WHILE IN ON OR ABOUT CBFC'S FACILITIES OR PREMISES OR PARTICIPATING IN THE USE OF THE CLUB AND ITS FACILITIES FOR ANY REASON INCLUDING BUT NOT LIMITED TO THE UTILIZATION OF ANY EQUIPMENT OR THE PLAYING, PRACTICING OR SPECTATING OF ANY ACTIVITY OCCURRING IN OR ABOUT CBFC'S FACILITIES OR PREMISES.

**Assumption of Risks:** California Baseball Farm Club LLC ("CBFC") operates facilities used for softball/baseball training and related activities. Baseballs/softballs travel at high rates of speed within and about the facilities/premises operated or utilized by CBFC (collectively, the "Facilities"). Accordingly, when in, on or about the Facilities each Participant and spectator is subject to the risk of being hit by a baseball/softball – whether pitched (by hand or machine) or batted – or by a bat or other object. Participant and/or Participant's parent or guardian is aware of and understands this risk.

In addition, physical activity, including participation in softball/baseball-related activities, by its very nature, carries certain inherent risks that also cannot be eliminated. Some of these activities involve strenuous exertion using various muscle groups, some involve quick movements involving speed and change of direction, and others involve sustained physical activity which places stress on the cardiovascular system. Participant and/or Parent(s) or Guardian(s) represent and warrant that he/she is unaware of any physical or health-related condition that renders it inappropriate for Participant to engage in the activities conducted in, on or about the Facilities.

The specific risks involved with the activities conducted in, on or about the Facilities vary from one activity to another, but in each activity the risks range from (1) minor injuries such as scratches, bruises and sprains to (2) major injuries such as loss of sight, broken bones, joint, ligament, cartilage, or back injuries, concussions, and heart attacks to (3) catastrophic injuries including paralysis and death.

**Participant and/or Parent(s) or Guardian(s) is fully aware and understand** that CBFC does not have in, on or about the Facilities, or employ or contract with any medical services, provisions for ordinary or emergency medical services including but not limited to emergency cardiovascular assistance.

**Participant and/or Parent(s) or Guardian(s) is also fully aware and understands** that such losses, injury, disability or death may result from the actions, inactions or negligence on the part of Participant, on the part of CBFC, on the part of others, the rules of play or the condition of CBFC's Facilities and equipment.

**Participant and/or Parent(s) or Guardian(s) agrees that immediately prior to participating in any activity** occurring in on or about CBFC's Facilities he/she will inspect the Facilities and equipment to be used and if any defect is apparent Participant will not use the Facilities or equipment and will notify CBFC of the defect.

**Participant and/or Parent(s) or Guardian(s) further agrees that if he/she is not knowledgeable** in the proper use of any of CBFC's Facilities or equipment he/she will obtain proper instruction for the correct use of such Facilities or equipment from a qualified individual before Participant will use the Facilities or equipment.

**Participant and/or Parent(s) or Guardian(s) further agrees to indemnify and hold harmless** CBFC, its managing members, members, owners, shareholders, directors, officers, employees, volunteers, representatives, agents, contractors, and lessees for any and all claims arising from Participant's involvement in or receiving instruction for or related to CBFC and activities incidental thereto wherever, whenever and however the claims may arise including but not limited to travel to and from CBFC's Facilities or related activity site and participation at remote sites.

**Participant and/or Parent(s) or Guardian(s) assumes all of the foregoing risks** and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

**Waiver:** In consideration of permission to use CBFC's equipment, Facilities, and services the undersigned Participant and/or Parent(s) or Guardian(s), on behalf of himself/herself, family, estate, heirs and assigns, do hereby release, waive, covenant not to sue and discharge CBFC, its managing members, members, owners, shareholders, directors, officers, employees, volunteers, representatives, agents, contractors, and lessees from liability from any and all claims arising or resulting from the ordinary negligence of CBFC or any of the aforementioned parties and inherent risk of use of the Facilities and equipment in the Facilities or otherwise used or operated by CBFC. This agreement applies to (1) personal injury (including death), damage, or liability from accidents or illnesses arising from participation in CBFC's activities including, but not limited to: organized activities, classes, lessons, observation, and individual use of Facilities or equipment, and to (2) any and all claims resulting from the damage to, loss of, or theft of property.

**Acknowledgement of Understanding:** The undersigned Participant and/or Parent(s) or Guardian(s) have read this Waiver, Release of Liability and Assumption of the Risks and fully understands its terms. The undersigned Participant and/or Parent(s) or Guardian(s) (1) knows and understands the nature of the activities conducted at the Facilities, (2) knows and understands the demands of those activities relative to the Participant's physical condition and skill level, and (3) appreciates the types of injuries which may occur as a result of participation in the activities conducted in, on or about the Facilities. The undersigned Participant and/or Parent(s) or Guardian(s) hereby assert that participation is voluntary and that the undersigned Participant and/or Parent(s) or Guardian(s) knowingly assumes all such risks.

The undersigned Participant and/or Parent(s) or Guardian(s) acknowledge freely and voluntarily sign this Waiver, Release of Liability and Assumption of the Risks and intend their signatures to signify a complete assumption of the inherent risks of participating in or observing recreational activities at the Facilities to the greatest extent allowed by law in the State of California. In signing this assumption this Waiver, Release of Liability and Assumption of the Risks as Parent or Guardian, you acknowledge that you are consenting to the Participant's participation in the activities conducted at the Facilities and acknowledge, both on behalf of Participant and/or the Parent or Guardian, that Participant and Parent(s) or Guardian(s) expressly assume all inherent risks of the activity.

The undersigned Participant and/or Parent(s) or Guardian(s) have read this Waiver, Release of Liability and Assumption of the Risks and fully understand its terms. The undersigned understands that Participant and/or Parent(s) or Guardian(s) are giving up substantial rights, including the right to compensation for injury resulting from ordinary negligence. The undersigned Participant and/or Parent(s) or Guardian(s) acknowledges that he/she is signing the agreement freely and voluntarily, and intend his/her signature to be a complete and unconditional release of liability and waiver of liability to the greatest extent allowed by law in the State of California. In signing this Waiver, Release of Liability and Assumption of the Risks as Parent or Guardian, you acknowledge that you are consenting to the Participant's participation at CBFC and acknowledge that you understand that any and all risks, including that of ordinary negligence, whether known or unknown, are expressly assumed by the Participant and/or Parent or Guardian and all claims, whether known or unknown, are expressly waived in advance.

**Severability, Venue, and Governing Law:** The undersigned Participant and/or Parent(s) or Guardian(s) further expressly agree that this Waiver, Release of Liability and Assumption of the Risks shall be governed by and construed in accordance with the laws of the State of California without giving effects to its rules regarding conflicts of laws and is intended to be as broad and inclusive as is permitted by the law of the State of California. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. Likewise, the undersigned, Participant and/or Parent(s) or Guardian(s) agree that if legal action is brought, it must be brought in the State of California.

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**Name of Participant**

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**Signature of Participant or Parent/Guardian of Participant**

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**Date**