



RELEASE & WAIVER, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

In consideration of my participation in the **Smith Baseball Academy (the "Academy")**, I represent that I understand the nature of the Academy, athletics and the sport of baseball, and I am qualified, in good health and in proper physical and mental condition to participate in the Academy. I acknowledge that if I believe event conditions are unsafe, I will immediately discontinue participation. I fully understand that this Academy involves risks of serious bodily injury, including permanent disability, paralysis and death, which risks may be caused by but are not limited to: the terrain, facilities, temperature, weather, condition of the participants, equipment, vehicular traffic, actions, inactions or negligence of myself and of other people including but not limited to the other participants, spectators, officials, activity monitors and the "*RELEASEES*" named below. I fully understand and acknowledge that there may be other risks which are unknown or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for any personal injuries, losses, costs, property theft, damage to property or damages that I may sustain or incur as a result of my participation in the Academy.

I hereby release, discharge, and covenant not to sue **Smith Baseball Academy, LLC**, its administrators, directors, members, unit holders, staff, agents, officers, directors, insurers, volunteers, employees, participants, sponsors, advertisers, agents, related entities and if applicable, the owners and lessors of the premises upon which the Academy takes place(all of whom are considered to be a "*RELEASEE*") from any liability, personal injuries, claims, demands, losses, property theft, damage to property or damages of any kind, I may sustain or incur on my account caused or alleged to be caused in whole or in part by the negligence of the "*RELEASEES*" or otherwise, including negligent rescue operations. I agree that if, despite of this release, waiver of liability, and assumption of risk I, or anyone on my behalf, makes a claim against any of the "*RELEASEES*", I will indemnify, save, and hold harmless each of the "*RELEASEES*" from any personal injuries, loss, liability, interest, attorneys fees, damage, property theft, damage to property or cost which I may incur as the result of such claim.

I have read this RELEASE & WAIVER, ASSUMPTION OF RISK & INDEMNITY AGREEMENT, and I understand that I have given up substantial legal rights and remedies by signing this agreement. I have signed this agreement freely and without any inducement or assurance of any nature. I intend this agreement to be a complete and unconditional release of all liability to the greatest extent allowed under Kansas law or any other applicable body of law. I agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Date: _____ Signature of participant: _____ Printed name: _____

PARENTAL CONSENT

I am the minor's parent and/or legal guardian. I understand the nature of the above referenced Academy, athletics and baseball in general. I know the minor's physical, mental, athletic and baseball capabilities and experience. I believe the minor is qualified to participate in the Academy; in baseball and in athletics. I hereby RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY AND HOLD HARMLESS each of the *RELEASEES* from all liability, personal injuries, claims, demands, losses, property theft, damage to property or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the *RELEASEES* or otherwise, including negligent rescue operations. I agree that if, despite of this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above *RELEASEES*, I WILL INDEMNIFY AND HOLD HARMLESS each of the *RELEASEES* from any litigation expenses, attorney fees, loss liability, damage, property theft, damage to property or cost any *RELEASEES* may incur as the result of any such claim.

Date: _____ Signature of Parent/Guardian: _____ Printed name: _____

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