

Office of the Commissioner of Baseball
**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(PARTICIPANT/CHILD)**

IN CONSIDERATION of being permitted to utilize the premises, facilities, services and programs offered by the Office of the Commissioner of Baseball d/b/a Major League Baseball (the "BOC") (or for my children to so participate) for any purpose, including, but not limited to observation, or use of premises, facilities or equipment, or participation in any program affiliated with the BOC, the undersigned, for himself or herself or such participating child and any personal representatives, heirs and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises, facilities, equipment and/or the affiliated program. It is further warranted that such entry into the premises for observation or use of such facilities or equipment or participation in such affiliated programs on such premises constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use or participation by the undersigned or such child.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER SUCH PREMISES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH THE BOC. THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. UNDERSIGNED, ON HIS OR HER BEHALF OR ON BEHALF OF SUCH CHILD, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE BOC, its affiliates, directors, officers, employees and agents (hereinafter referred to as "releasees ") from all liability to the undersigned or such child and all of the personal representatives, assigns, heirs and next of kin of the undersigned or such child for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or such child, whether caused by the negligence of the releasees or otherwise while the undersigned or such child is in, upon, or about the premises used by the BOC or any facilities or equipment therein or participating in any program affiliated with the BOC.
2. THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage or cost they may incur due to the negligence, intentional act or other contributory act of the undersigned or such child in, upon or about the premises used by the BOC or in any way observing or using any facilities or equipment of the BOC or participating in any program affiliated with the BOC.
3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such child due to the negligence of releasee or otherwise while in, about or upon the premises used by the BOC and/or while using such premises or any facilities or equipment thereon or participating in any program affiliated with the BOC.

THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

Date _____

Signature of Participant/Parent/Guardian

Name of Child in Program

Printed Name of Participant/Parent/Guardian