

Waiver of Rights / Liability

PARTICIPANT'S WAIVER OF RIGHTS AND RELEASE OF LIABILITY

I understand that playing baseball, watching baseball, and being in the vicinity where baseball is being played carries with it the risk of injuries, including serious, permanent, catastrophic, and fatal injuries. I also understand that there are many ways that such injuries can occur.

THIS WAIVER OF RIGHTS AND RELEASE OF LIABILITY IS FOR THE BENEFIT OF PLAY AT THE PLATE AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUCCESSORS. This document refers to those parties collectively as "Play at the Plate."

I HEREBY RELEASE PLAY AT THE PLATE FROM ANY LIABILITY OR RESPONSIBILITY FOR NEGLIGENCE IN CONNECTION WITH ANY INJURY OR DAMAGES THAT I MAY SUFFER WHILE PARTICIPATING IN, OBSERVING, OR PRESENT AT ANY PLAY AT THE PLATE ACTIVITY. I understand that this Waiver and Release applies not only to baseball games but also to baseball practices and all other Play at the Plate functions. I understand that this Waiver and Release applies not only to my participation in any Play at the Plate baseball game, baseball practice, or other function, but also to my observation of, and presence at, any baseball game, baseball practice, or other function.

I understand that no one will be able to sue or make any claim against Play at the Plate for negligence in connection with any injury I may suffer, even permanent, serious, catastrophic, or fatal injury. IF SUCH A CLAIM IS MADE AND PLAY AT THE PLATE INCURS ANY LIABILITY, DAMAGES, OR OTHER EXPENSES AS A RESULT OF THAT CLAIM, I WILL REIMBURSE PLAY AT THE PLATE AND MAKE IT WHOLE FOR ANY SUCH EXPENSES.

I understand that playing baseball and participating in, observing, or being present at Play at the Plate activities are voluntary, recreational activities and that I do not have to participate in those activities. I AM FREELY AND VOLUNTARILY WAIVING AND GIVING UP ALL MY LEGAL RIGHTS AGAINST PLAY AT THE PLATE TO RECOVER FOR NEGLIGENCE IN CONNECTION WITH ANY INJURY OR DAMAGES I MAY SUFFER.

I certify that I have had an adequate opportunity to read and ask questions about this document, that I have read it carefully, and that I understand its contents.

Participant's Signature

Date