



2018 Thanksgiving Baseball Camp Waiver & Release of Liability



In consideration of the participant being allowed to participate in "Thanksgiving Baseball Camp," the undersigned participant [or in the case of a minor, the minor's parent(s) or guardian(s)]:

Agrees that the participant [or, in the case of a minor, the minor's parent(s) or guardian(s)] may inspect the facilities and equipment to be used, and if any aspect of the baseball camp or its facilities or equipment is deemed unsafe, the individual inspecting the facilities and equipment will immediately advise the administrative staff of "Thanksgiving Baseball Camp" of such condition(s) and be afforded the right to withdraw from participation and obtain a full refund of the participant's registration fee.

Acknowledges, and fully understands that each participant will be engaging in activities that may involve the risk of serious injury, including permanent disability and death, and risk of social and economic losses that might result not only from the participant's own actions, inactions, or negligence, but the action, inaction, or negligence of others, the rules of play, or the condition of the premises where play occurs or of any equipment used. Further, there may be other risks not known to the event administrators or not reasonably foreseeable at this time.

Assumes all the foregoing risks and accepts personal responsibility for damages following such injury, permanent disability or death.

Releases, waives, discharges, indemnifies, holds harmless and agrees not to sue the coordinator, Lincoln-Way Prospects Travel Baseball, Prospects Xposure Baseball, Thanksgiving Baseball Camp staff, its administrators, officers, directors, agents, coaches, and other employees, and if applicable, owners and lessors of premises used to conduct play, all of which are hereinafter referred to as "releasee(s)", in respect of any and all claims or demands incurred, or on behalf of the undersigned or participating minor on account of injury including death or damage to property, caused or alleged to be caused in whole or in part by the negligence, omission or carelessness by the Released Parties. The parent or legal guardian who signs the Waiver Agreement on behalf of a minor, incapacitated and/or mentally challenged person (hereinafter "Said Person"), hereby acknowledges that he or she has the legal capacity and authority to act on behalf of Said Person to legally bind Said Person to the Waiver Agreement.

The parent or legal guardian who signs the Waiver Agreement agrees to indemnify and hold harmless the Released Parties for any expenses incurred, Claims made, or liabilities assessed against them, as a result of any insufficiency of legal capacity or authority to act on behalf of Said Person in the execution of the Waiver Agreement. Registration fees are non-refundable after 14 days prior to the event or if you cannot participate the day of the event. Entries are not transferrable to another person. If the event is cancelled because of weather, natural disaster or other unforeseen circumstances the refund terms stated on the website are applied. The event director reserves the right to cancel this event if weather conditions pose a danger to the participants. Should the event be modified by the director, the event will be deemed not to be cancelled. Agrees that any data provided for the registration process is to be used by Thanksgiving Baseball Camp coaches as part of the recruiting process or by the on-site athletic trainer. College coaches commit but their attendance is not guaranteed.

Agrees that "Thanksgiving Baseball Camp" assumes rights to any and all pictures or videos of the participant in connection with the event, and hereby releases the rights of these pictures and videos to "Thanksgiving Baseball Camp." Agrees that "Thanksgiving Baseball Camp" can use the participant's name and likeness (i.e. photo, video) in the future for promotional purposes. Agrees that this agreement, waiver and release may not be modified orally. Understands that the format and timing of Prospects' Thanksgiving Baseball Camps have been designed to comply with most eligibility rules, however, if you have any questions as to whether your participation might impact your current status, we urge you to consult your association. If any provision of this Waiver Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Waiver Agreement and shall not affect the validity and enforceability of any remaining provisions. I have read the above waiver and release, understand that I give up certain rights by agreeing to it, and I agree voluntarily.

Printed Name of Participant

Participant Date of Birth

SIGNATURE OF PARENT/GUARDIAN OF MINOR PARTICIPANT or
SIGNATURE OF PARTICIPANT IF 18 OR OLDER