

Pro Motions PATRIOTS

Pro Motions Training Academy

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PARTICIPANT & PARENTAL WAIVER, CONSENT, CONDUCT, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of my/my child (in the case of a minor "my child" refers to a minor over whom I have legal guardianship who is to be a participant in the activities contemplated hereunder) being permitted to participate in any way in the Pro Motions Patriots Baseball and/or Softball program(s) and/or events of any kind at any time and place, I/my child, for myself, my heirs, my personal representatives, next of kin hereby acknowledge and agree as follows:

I acknowledge that I/my child am/is in good health, fully capable of participating in the designated sport and that I/my child have/has no physical or mental disabilities or infirmities that would restrict full participation. I/my child acknowledge and accept that there are certain risks of injury inherent in the practice, play and learning of these sports and any recreational activity incidental to my/my child's participation, including but not limited to, bruises, sprains, back injuries, bone injuries, concussions, eye injuries and catastrophic injuries such as, without limitation, paralysis and death. I/my child understand(s) and accept(s) that such risks/dangers may be caused by my/my child's own actions or inactions, the actions or inactions of other participating in any capacity, condition of but not limited to field/facility/area/equipment, the negligence of myself/my child/any and all others, or any other cause. I/my child understand(s), accept(s) and assume(s) all such risks, liability and responsibility for any and all losses. I/my child do/does hereby waive, release, indemnify and hold harmless Pro Motions Baseball, LLC, Pro motions Patriots, and any other business name under which the foregoing may do business, their owners, members and managing agents (including, without limitation, Michele Boryczewski) along with all coaches, volunteers, staff, employees, landlord, insurance carrier, vendors, instructors, officers, supervisor, agents, servants and representatives, for any litigation, loss, liability, damage, injury of any kind, cost which I/my child may incur, or any type of loss whether social, physical or economic, and any form of loss, injury, death or damage suffered whether known, not known or which may not be readily foreseeable at this time. I/my child fully accept(s) and assume all such risks and all responsibility for all/any losses, costs and damages on behalf of my/my child's participation in any and all activities.

I/my child acknowledge(s) and agree(s) that in the event I/my child deliberately cause any damage to property, equipment of any kind, a sports facility, field, uniforms or otherwise, then the costs thereof shall be reimbursed by me or my legal guardian. I/my child acknowledge(s) and represent(s) that I/they have/has in effect and are covered by health or accident insurance sufficient to cover any medical treatment I/my child may require, including, without limitation, any emergency treatment and I /my child hereby identify(ies) my/my child's applicable Health Insurance as follows:

Health Insurance Carrier Name: _____ Policy or Group Plan ID Number: _____

I/my child acknowledge(s) that there may be certain "Codes of Conduct" regarding parent/player behavior. I/my child agree(s) to abide by and/all such "Codes of Conduct" on behalf of myself/my child in participation in these activities. I/my child further understand(s) that any failure to do so may result in my/my child no longer being able to participate in any activities and that I shall forfeit any monies paid for any activities, uniforms, playing, training, etc. I HEREBY ACKNOWLEDGE THAT I, THE UNDERSIGNED, HAVE FULLY READ THIS WAIVER, CONSENT, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I HEREBY UNDERSTAND AND ACCEPT THAT I/MY CHILD MAY HAVE SUBSTANTIAL LEGAL RIGHTS THAT MAY BE AFFECTED BY MY SIGNING THIS RELEASE AND THAT I HAVE SIGNED IT FREELY, THAT I/MY CHILD HAVE GIVEN UP ALL RIGHTS TO SUE OR SEEK ANY TYPE OF DAMAGES OR COMPENSATION OF ANY PHYSICAL, SOCIAL OR ECONOMIC LOSSES, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE SHALL NEVERTHELESS CONTINUE IN FULL FORCE AND EFFECT. I hereby acknowledge that I, the undersigned, as the parent or legal guardian of the named participant/player have legal authority to sign this agreement, give up these rights and give approval for the named participant/player. I UNDERSTAND AND ACCEPT THAT THIS AGREEMENT SHALL NOT EXPIRE.

Participant/Player: _____ Participant/Player date of birth and age: _____

Participant/Player Address: _____

Parent/Legal Guardian or Adult Participant's Signature: _____ Date: _____

Parent/Legal Guardian or Adult Participant's Printed Name: _____

Emergency Contact Person and Relationship to Participant: _____ Phone # _____