

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

The “Activity” in this agreement is the RBI Baseball Camps at Southern Wesleyan University.

1. I understand that each person participating in the Activity is a “Participant.” I am signing this on my own behalf and, if a Participant is under the age of 18 (US) or 19 (Canada), I am signing as that Participant’s parent or legal guardian.
2. I understand that certain recreational activities, including but not limited to running, sliding, catching a baseball, throwing, hitting a baseball, fielding, general athletic activity, using baseball equipment, or entering the baseball field for any reason (the “Activities”), **CAN BE HAZARDOUS AND PRESENT A RISK OF PHYSICAL INJURY OR DEATH.**
3. I understand that all Activities carry certain risks, inherent and otherwise, including but not limited to, injury or death caused by: falling or loss of balance; loss of control; high speeds; strenuous activity; equipment failure; and the negligence of the activity operator, instructor, or other participants. In addition, each Activity carries certain unique risks, which include but are not limited to, injuries or death caused by injury from baseball being thrown or hit with a bat, or faulty or misused baseball equipment. I understand that the description of the risks in this agreement is not complete and voluntarily choose for participant to participate in and **EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS** resulting therefrom, whether or not described here, known or unknown, inherent or otherwise.
4. I expressly acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with the instructors’ directions, including instructions on use of the baseball equipment; (c) Participant must have the physical dexterity and knowledge to safely handle playing a sport and a high degree of physical activity; (d) equipment and obstacles may be encountered at any time; (e) that falls and collisions occur and that injuries are a common and ordinary occurrence of the Activity; (f) **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE ACTIVITY VENUE PRIOR TO PARTICIPATING** in the Activity; (g) **PARTICIPANT ASSUMES THE RISK OF ALL COURSE AND VENUE CONDITIONS.**
5. Additionally, in consideration for allowing the Participant to participate in the Activity, I **AGREE**, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** RBI Baseball Camps LLC, or any instructor at RBI Baseball Camps baseball camps, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, and directors (each a “Released Party”) **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT’S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT**

NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING IN BRITISH COLUMBIA ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.

In further consideration for allowing Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any associated costs.

9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the State of Colorado

10. If a minor/child Participant is participating in the Activity, I represent that I am the minor/child Participant's parent or legal guardian and that I VOLUNTARILY GRANT PERMISSION FOR HIM/HER TO TAKE PART IN THE ACTIVITY. I acknowledge that I am signing this release on behalf of the minor and that THEY SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. If my child is participating, I also acknowledge that: (a) I have spoken to my child about the Activity; (b) my child understands and appreciates the risks of participating in the Activity; and (c) my child is voluntarily participating in the Activity.

11. USE OF A HELMET IS STRONGLY RECOMMENDED. I understand that A HELMET is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head.

12. I understand that this Agreement will apply for each and every day Participant engages in any Activity during the applicable operating season. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This

release shall be binding upon my and my child's assignees, suborders, distributors, heirs, next of kin, executors and personal representatives.

13. By participating in the Activity, I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

Name of Camp Participants _____

Parent or Legal Guardian Name _____

Parent or Legal Guardian Signature _____ Date _____

PHOTO AND MEDIA RELEASE

I Hereby give permission to Southern Wesleyan University and its assignees, to photograph, film or videotape my child / children during participation in any RBI Baseball Camps baseball camps or related baseball activities.

_____ I understand that photos or video of my child may be used to promote the RBI Baseball Camps baseball camps or other Southern Wesleyan University activities through various outlets, ie website, social media, brochures, flyers, print advertising in local newspapers or any other method Southern Wesleyan or it's affiliates may choose.

_____ I understand that photos or video of my child may be used by RBI Baseball Camps for future baseball instruction purposes. This includes free or paid courses for the purposes of demonstrating proper execution of the baseball concepts being taught in this camp.

Player Name/s: _____

Legal Guardian: _____

Signature: _____

Date: _____