

A PARENT, LEGAL GUARDIAN, OR EMPOWERED REPRESENTATIVE OF EACH MINOR CHILD(REN) REGISTERING TO ATTEND DIAMOND PREMIERE SHOWCASE MUST AGREE TO THE TERMS OF THIS WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS PRIOR TO THE CHILD(REN) PARTICIPATING IN THE SHOWCASE.

- I, on behalf of myself and my Child(ren), hereby acknowledge and agree that:

**Name and Likeness Release:**

In consideration for my child(ren) being permitted to participate in the Diamond Premiere Showcase, I hereby grant permission to Diamond Premiere Showcase, and each of its affiliated or subsidiary companies, their successors, agents, and assigns ("DPS") to utilize my child(ren)'s (including, but not limited to, photographs and any video/audio recording of my child(ren)'s appearance at the Showcase) in any and all manner and media, now known or hereafter developed, throughout the universe in perpetuity without limitation and without additional compensation or consideration, notification, or permission, unless prohibited by applicable law. I hereby waive any right that I or my child(ren) may have to inspect or approve any finished product (including, but not limited to, any brochures, videos, slide shows, web sites, and/or other materials) or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release on behalf of my child(ren) and that my granting this waiver and release and the rights conveyed thereby will not infringe upon the rights of any third party. I hereby assign all rights, title, and interest my child(ren) or I may have in any and all media now known or hereafter developed in which any or all of my child(ren)'s appearance, name, voice, and/or likeness have been captured in connection with the Diamond Premiere Showcase, along with full rights of assignability. I understand and agree that any photographs and/or video/audio recordings I make of my child(ren) at the Showcase shall be used solely for my and his/her/their private, non-commercial use, and that absolutely no sale, transmission, distribution, or commercial use of any such photographs and/or video/audio recordings or descriptions are permitted. I understand that my (player and parent) information (E-mail, phone number, address etc.) will be given to the coaches at the event, for the sole purpose of helping them reach their goal of playing college baseball.

**Physical Condition:**

On behalf of my child(ren), I accept and assume any and all risks associated with his/her/their attendance and participation in the Showcase and all related activities. I understand that my child(ren) should not attend the Showcase if he/they are not in a healthy condition. Furthermore, I do hereby verify that my child(ren), to the best of my knowledge, is free from contagious disease, is fully immunized, and is able to participate in the Showcase. Therefore, I hereby confirm that my child(ren): (i) has no psychiatric, medical, and/or physical condition or history which would prevent him/her/them from participating in the Showcase and/or endanger himself/herself/themselves or others at the Showcase; (ii) has not been instructed by any physician to refrain from participating in the Showcase; and (iii) is physically fit and able to participate in the Showcase.

**Medical Treatment:**

In connection with any injury my child(ren) may sustain or illness or other medical conditions my child(ren) may experience during his/her/their participation in or attendance at the Showcase, I authorize any emergency first aid, medication, medical treatment, or surgery deemed necessary by the attending medical personnel if I am not able to act on my child(ren)'s behalf. In the event that I cannot be contacted in the event of an emergency, I further hereby grant Diamond Premiere Showcase permission to administer immediate treatment and/or take my child(ren) to a hospital emergency room via ambulance/emergency vehicle. I further authorize the attending medical personnel to execute on my child(ren)'s behalf any permission forms, consents, or other appropriate documents relating to medical attention. I agree to assume all liability for any expenses incurred in such an emergency (transportation, hospitalization, x-rays, etc.). I also understand and agree that Diamond Premiere Showcase will notify me if my child(ren) becomes ill during Showcase hours, and I will arrange to have my child(ren) picked up immediately from Showcase. Further, I waive and release Diamond Premiere Showcase and its owners, officer, directors, employees, agents and independent contractors from any and all liability for personal injuries, illness, loss, or damage to property.

**Showcase Policies and Rules:**

I understand and agree that my child(ren) must abide by the Showcase policies and rules and the instructions of the Showcase organizers, employees, staff, counselors, and volunteers at all times, and that my child(ren)'s failure to do so will result in his/her/their immediate dismissal from the Showcase. Some of these policies, rules, and instructions are written and some are at the sole discretion of the Showcase organizers, employees, staff, counselors, and volunteers; however, it is understood that all policies, rules, and instructions seek at all times to ensure the overall safety of the Showcase and each of its participants.

Furthermore, should my child(ren) fail to behave in an appropriate manner, intentionally harm another participant, exhibit signs of illness, or violate any Showcase policy and rule, I shall promptly retrieve my child(ren) when contacted by Diamond Premiere Showcase to do so, or, if I am unable to do so, notify Diamond Premiere Showcase of the person retrieving my child(ren) on my behalf. I acknowledge and agree that no part of the tuition paid will be refunded to me

should my child(ren) be dismissed from the showcase. I also understand and agree that no reduction or prorate in the tuition will be made for late arrivals, early departures, vacations, illness, or injury.

**Assumption of Risk:**

I understand that my child(ren), and each participant in the Diamond Premiere showcase, will be engaging in activities that may involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence, and failure to act of my child(ren) and others (including, but not limited to, other participants in showcase, and the organizers, employees, staff, counselors, and volunteers, if any, of the Showcase) and the condition of any real or personal property, facilities, or equipment used during the Showcase. I also understand that there may be risks involved in any and all activities which my child(ren) may participate which are not known to me, my child(ren), Diamond Premiere Showcase, or its organizers, directors, members, employees, staff, counselors, and volunteers, if any, and may not be foreseen or reasonably foreseeable by any of the foregoing entities or persons at this time or at the time of the Showcase.

In consideration for my child(ren) being permitted to participate in the Showcase, I, on behalf of my child(ren), assume all of the foregoing risks, including, but not limited to, the risk of any negligence by other Showcase participants or by Diamond Premiere Showcase, and its respective owners, partners, directors, officers, employees, and agents, and the risk of injury caused by the condition of any real or personal property, facilities, or equipment used during the Showcase, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment, and death), illness, damage, loss, claim, liability, or expense (including reasonable attorneys' and professionals' fees), of any kind or nature, that my child(ren) or I may suffer arising out of or in any way connected with the Showcase or my child(ren)'s participation in or attendance at the Showcase.

I further understand that while Diamond Premiere Showcase will make every effort to minimize lost items at the Showcase but Diamond Premiere Showcase is not responsible for any property left at the showcase. I also understand that there will be specific and non-negotiable times for the departure and arrival.

**Liability Release and Indemnity Agreement:**

I, on behalf of my child(ren), hereby release and forever discharge and agree to indemnify and save and hold harmless Diamond Premiere Showcase, the respective owners (direct and indirect) and each of their respective parents and affiliated and subsidiary companies, volunteers associated or affiliated with the Showcase, and each of the aforementioned respective officials, owners, partners, directors, officers, employees and agents, and the other participants in the Showcase (each such entity or individual being referred to as a "Released Party"), of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, claims, liabilities, or expenses of any kind or nature (and whether accruing to me, my child(ren), my heirs, or my personal representatives) that are caused or alleged to be caused in whole or in part by the action, negligence, or failure to act by any Released Party or condition of any real or personal property, facility, or equipment of any Released Party, and that arise out of or are in any way connected with any aspect of the Showcase or my child(ren)'s participation therein or attendance thereat.

I acknowledge that, in the event of any breach by Diamond Premiere Showcase, or any third party, the damage, if any, caused me or my child(ren) thereby will not be irreparable or otherwise sufficient to entitle me or him/her/them to seek injunctive or other equitable relief, and my child(ren) and I will be strictly limited to the right, if any, to recover damages in an action at law. Neither my child(ren) nor I will have either the right to rescind or terminate this waiver and release or any of Diamond Premiere Showcase rights here under, or the right to enjoin the production, exhibition, or other exploitation of my child(ren)'s name, voice, and likeness, or any subsidiary or allied rights with respect thereto.

**Severability of Provisions:**

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. I represent that I am the parent, legal guardian or empowered representative of the minor child(ren) in the registration form with the authority to give this waiver and release, and I hereby agree that both my child(ren) and I shall be bound hereby. I agree that the foregoing terms and conditions are intended to be as broad and inclusive as is permitted by law, and any terms and conditions set forth herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other terms and conditions. This waiver and release will inure to the benefit of and will be binding upon both my, my child(ren)'s, Diamond Premiere Showcase, respective affiliates, successors, licensees, assigns, heirs, and representatives. The validity, construction and enforceability of this waiver and release shall be governed by and construed and interpreted in accordance with the internal laws of Washington DC without regard to conflict of law rules applied in such jurisdiction.

**Conclusion:**

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. Knowing all of these facts and in consideration for your accepting my child(ren)'s enrollment form/online registration and for being allowed to participate in the Showcase, I, for myself, my child(ren) attending the showcase, and anyone else who may claim on me or my child(ren)'s behalf ("I") hereby agree that neither Diamond Premiere Showcase and/or the schools or facilities that host the Showcase, are responsible for accidents, injuries, and/or medical or dental expenses arising from my child(ren)'s participation at the Showcase and, accordingly, I covenant not to file suit against or otherwise sue Diamond Premiere Showcases and waive, release, and discharge Diamond Premiere Showcase and the various schools or

facilities that host the Showcase, and anyone working on their behalf from any and all claims of liability or expenses of any kind or nature whatsoever arising out of or relating to my child(ren)'s participation in the showcase.

- **Diamond Premiere SUMMER SHOWCASE REFUND POLICY**

On behalf of myself, and/or the participant for whom I am completing registration, I acknowledge and agree that any requests for future credit or refund will be governed by the following policy, and that that policy shall govern in all such circumstances:

**REFUND POLICY – Diamond Premiere Showcase**

On behalf of myself, and/or the participant for whom I am completing registration, I acknowledge and agree this is a non-refundable event. No refunds. NO EXCEPTIONS.

**CREDIT POLICY- SHOWCASE**

Requests received at least ten (10) days PRIOR to the start of the purchased event will receive a credit in the amount of of the purchasing price. This is for ANY reason. This credit is valid for 10 months and can be used for our I95 Metro Baseball Stadium Series events. Any "request" for a credit less than (10) days prior to the start of the purchased event will forfeit their registration fees. NO EXCEPTIONS. I95 Metro Baseball runs the premier events in the country and has up-front fees and commitments paid out prior to each event. Cancellations within ten (10) days of the event impact us in a negative way. There are NO exceptions.

**RAIN POLICY – SHOWCASE**

Our events are RAIN or SHINE.

- In the event of bad weather, we will do everything in our power to have the players complete as many skills as possible, including extending hours, using indoor space and more (No refunds or credits). All expenses are paid in their entirety prior to the start of the showcase and there will be no refunds or credits, regardless of how much showcase is completed.
- Diamond Premiere reserves the right to move to an indoor location (within 45 miles) in the event of inclement weather or use the indoor facilities at the stadium. This will only be done to ensure YOU and YOUR son receive a great showcase. This will be under EXTREME circumstances only and communicated to you through email 48 hours.
- Diamond Premiere has deemed the "skills" portion of the showcase priority number 1 after speaking with coaches.
- Once again, the event is RAIN or SHINE and we will attempt to perform as much as possible during our two day event.

**TRANSFER POLICY – SHOWCASE**

There are NO transfers to: sibling, teammate, friend, uncommitted player or future events. NO transfers of any kind for any reason.