

North East Baseball Academy (NEBA)

Agreement to Participate

Name of Participant _____

In consideration of my being allowed to participate in the NEBA program, and related events and activities, the undersigned acknowledged, understands, and agrees that:

1. The risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; and
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, even if arising from the negligence of the Releases or others, and assume all full responsibility for my child's participation; and
3. I willingly agree to have my child comply with the stated and customary terms and conditions for participation. If, however, I or my child observe any unusual significant hazard during his/her presence or participation, I will remove my child participation and will bring such to the attention of the nearest NEBA official immediately; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, **HEREBY RELEASE AND HOLD HARMLESS**, North East Baseball Academy (NEBA), Eckley Reds Baseball, Karchner Logistics & Distribution Services, and CAN-DO, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, and advertisers ("Releases"), with respect to any injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releases or otherwise.

This certifies that I, as parent or legal guardian, with legal responsibility for the participant named above, have reviewed and understand the requirements outlined on the Waiver Release Form. I have read this Release of Liability and Assumption of Risk Agreement. **I FULLY** understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily, without any inducement. I consent to my child's participation with the North East Baseball Academy (NEBA), and release as provided above, all Releases, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releases from any and all liabilities incident to my minor child's involvement or participation in this program as provided above, even if arising from their negligence. By signing this Waiver Release for my minor child, I am acknowledging and agreeing to these statements.

Name of parent/guardian (print) _____

Signature of parent/guardian _____

Date _____