



### **Liability Release**

#### **WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK**

I hereby agree to release, indemnify, and discharge The Bend Elks Baseball Club and all its organizers, coaches, or any anyone else affiliated to the Bend Elks of liability, how so ever caused, on behalf of:

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1. I acknowledge that my own or my child's participation in baseball is a rigorous activity and could cause injury. I understand that such risks cannot be eliminated without jeopardizing the essential and/or fundamental qualities of the activity. On behalf of my child, or myself, I assume those risks and release The Bend Elks Baseball Club and its organizers and coaches of liability. Furthermore, I acknowledge that my child or myself has insurance to cover any injuries that require medical attention.

2. I acknowledge, agree, and represent that I understand the nature of playing baseball and that my child, or myself, is in good health and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activities. I fully assume all risks associated with my child, or myself, playing the game of baseball.

3. This agreement applies to any negligence alleged against The Bend Elks Baseball Club. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless The Bend Elks Baseball Club from any and all claims, demands, or causes of action, which are in any way connected with my own or my child's participation in this activity.

4. Should The Bend Elks Baseball Club or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my own or my child's participation in this activity, I may be found by a court of law to have waived my own or my child's right to maintain a lawsuit against The Bend Elks Baseball Club on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

PARTICIPANT'S SIGNATURE (If age 18+): \_\_\_\_\_

PRINTED NAME OF PARENT/GURADIAN: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (If participant is a minor): \_\_\_\_\_