

**SLAM SOX SPORTS
ACADEMY
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY
AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.

In consideration of being allowed to participate in any way in the SLAM SOX SPORTS ACADEMY (the "Team") program, game, event or activity (an "Event"), I _____, the undersigned, on behalf of myself, and my participant child or ward (if applicable, in which case "I," "me," and "my" in the following provisions shall also apply to my participant child or ward, as appropriate), and my personal representatives, heirs, assigns, and next of kin, acknowledge and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.** I hereby certify that I am healthy and capable of participating in one or more the Events;
3. I willingly agree to comply with the stated and customary terms and conditions for participation. I also agree that I will inspect the facilities and equipment to be used, and if I observe any unusual hazard or anything unsafe during my presence or participation, I will bring this to the attention of the Team and remove myself from participation immediately;
4. I will respect the spirit of fair play, clean game and non-violence, and behave accordingly on and off the field, and I agree to comply with and be bound by the Team's standard of conduct.
5. **I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE TEAM (AND EACH OF THEIR RESPECTIVE AFFILIATES, ADMINISTRATORS, DESIGNEES, LICENSEES, AGENTS, MANAGERS, COACHES, OFFICERS, DIRECTORS AND EMPLOYEES), OTHER PARTICIPANTS, OPERATORS, VENDORS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND OWNERS AND LESSEES OF PREMISES USED IN CONNECTION WITH AN EVENT ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PRESENCE OR PARTICIPATION, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
6. **I HEREBY AGREE TO HOLD HARMLESS, DEFEND, AND INDEMNIFY EACH OF THE RELEASEES FROM ANY LOSS, LIABILITY, CLAIM, DAMAGE, JUDGMENT, LEGAL FEES, OR COSTS ARISING FROM OR INCURRED DUE TO MY PARTICIPATION IN OR OTHERWISE IN CONNECTION WITH THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**
7. I am responsible for all property I bring into the Event sites, and I agree that the Releasees shall have no responsibility for any loss or damage to my property;
8. **I irrevocably grant to the Team and its designees, agents and licensees (with no obligation to compensate me) the right and license, throughout the world, in any and all forms of media currently existing or hereafter created, to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, and transmit my name, nickname, initials, autograph, facsimile signature, voice, biographical data, statements, performance, video and/or film portrayals, photograph and/or electronic likeness and image and/or facsimile image of me in connection with (i) the promotion of the sport of baseball, the Team, and/or (iii) any non-commercial use.** I understand the Team may not use my image in a manner that creates or implies an endorsement of a commercial product or service without my prior consent and represent and warrant that I have the right to grant such consent on behalf of myself.
9. I acknowledge and agree that my participation in an Event does **NOT** grant to me any right or license to use, reproduce, adapt, publicly distribute, perform, display, broadcast, acquire, activate, retain, or transmit video or audio footage (in any and all forms of media currently existing or created) from the Event without the prior express written consent of Team. This includes, without limitation, the use of video or audio footage on social media, YouTube or other comparable site, or in personal videos.

10. I expressly agree that (a) this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is governed by the laws of the State of Arizona, USA, and is intended to be as broad and inclusive as is permitted by Arizona law, and that if any portion hereof is held invalid, it is agreed that the balance shall nonetheless continue in full legal force and effect; and (b) for the purposes of any action or proceeding arising out of or related to this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, I expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona.

11. I acknowledge and agree that if I am released from the team for any reason or elect to terminate my relationship with the Team, I will not receive a refund of any monies paid related to my participation on the Team.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

_____ Age: _____
Participant's Signature

(Print Name)

Date and City Where Signed: _____

For Parents/Guardians of Participants of Minority Age

THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL THE RELEASEES, AND, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW. I ALSO CERTIFY THAT THE RESPONSE TO ITEMS 1-11 ABOVE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ (Print Name)
Parent/Guardian's Signature

Date and City Where Signed: