

**AMERICAN AMATEUR BASEBALL CONGRESS ("AABC")/
YOUNGSTOWN CLASS "B" BASEBALL INC.
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY
AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION for, and as a condition of, _____ (the "Player") being allowed to participate in the Youngstown Class "B" Baseball League (the "League"), the Player and _____ (the "Parents") do hereby acknowledge and agree for themselves, their personal representatives, assigns, heirs and next of kins that:

1. The Player and the Parents understand the nature of baseball activities ("Baseball Activities") and that the Player is qualified, in good health, and in proper physical condition to participate in the League. Player and Parents further agree and warrant that if at any time they believe conditions to be unsafe, they will immediately discontinue further participation in the League.
2. The Player shall accept no compensation for participating the League.
3. The Player, and the Parents on behalf of both themselves and the Player, do hereby absolutely and unconditionally waive and discharge AABC, the League, Youngstown Class "B" Baseball Inc., Bob Cene Park Inc., Astro Shapes Inc., The City of Youngstown Ohio, The City of Struthers Ohio and team sponsors of the League, along with the past, present and future affiliated organizations, shareholders, directors, franchisors, officers, members, trustees, employees, officials and volunteers associated with the foregoing groups, entities and organizations (collectively, the "Releasees") from any and all past, present and future claims, causes of action, debts liabilities, expenses and costs (including, but not limited to, court costs, costs of suit and attorney fees), relating in any way whatsoever to any death, injury or losses to persons or property sustained or incurred by Player, or any damage to any property of Player, arising out of his participation in League.
4. The Player and Parents FULLY UNDERSTAND that: (a) BASEBALL ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE RELEASEES; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSESS either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the League.
5. The Player and Parents HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERSIWE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I/we, or anyone on my behalf, makes a claim against any of the Releasees, I/WE WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability damage, or cost which any may incur as the result of such claim.

- 6. This Agreement has been voluntarily executed by the Player and Parents. In executing this Agreement, the Players and Parents are not relying on any inducements, promises or representations made by the Releasees, other than those set forth in this Agreement.
- 7. It is intended by the Player or Parents that the Releasees are to enjoy the broadest immunity from liability for death, injury or loss to persons or property afforded by law or statute, including without limitation the immunity conferred by Ohio Revised Code Sections 2305.38, 2305.381, 2305.382 and 1533.181. The Player and Parents intend that if any provision(s) of this Agreement shall finally be determined to be unlawful, invalid or unenforceable, then such provision(s) shall be enforced to the fullest lawful extend and the balance of this Agreement shall remain in full force and effect.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EVENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT/PLAYER: _____
 ADDRESS: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP: _____

PARTICIPANTS SIGNATURE: _____ DATE: _____
 (only if 18 or over)

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEAGL GUARDIAN, HAVE READ THIS RELEASE, AND UNDERSTAND THE NATURE OF BASEBALL ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASSE'S OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THE RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEEEE'S NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTONRY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____
 ADDRESS: _____ PHONE: _____
 CITY: _____ STATE: _____ ZIP: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____
 (only if player is under the age of 18)