

Initials: \_\_\_\_\_



## SOUTH SHORE BASEBALL ACADEMY

### ACCIDENT WAIVER, RECOGNITION OF RISKS AND LIMITATION OF RIGHTS, AND RELEASE OF LIABILITY

This form must be read carefully and signed by each player, or, if the participant is a minor, such minor's parent or legal guardian, in order to participate in any activity provided by South Shore Baseball Academy ("South Shore Baseball Academy"). You are free, at your own discretion, to decide not to participate in any activities provided by South Shore Baseball Academy if you do not agree with any of the terms or provisions of this agreement ("Agreement") and choose not to execute it. However, to the extent you agree and choose to participate, this Agreement is perpetual as long as you (or the minor child identified below) participates in any activity provided by South Shore Baseball Academy, whether it is a "pick up" activity, practice, game, camp, or any other activity or event.

I, the undersigned, hereby certify that I am the parent or legal guardian of \_\_\_\_\_ (hereinafter "the minor") and I am executing the Agreement on said minor's behalf, intending such minor and myself to be bound by the Agreement. I hereby give my consent for the above-named minor to participate in activities provided by South Shore Baseball Academy. I understand that the minor's voluntary participation in said activities involves the potential risk of injury, both serious and minor, including, but not limited to, injuries to the head, loss of sight, brain damage, paralysis, death, and other injuries. Individually, and as parent or legal guardian of the minor, I hereby certify that I know the minor's state of health and well-being and that the minor is physically fit to participate in such activities. I am unaware of any medical condition that may cause the minor's participation in said activities to be inadvisable. By signing this Agreement, I hereby agree to assume all of the risks of the minor participating in any and all activities organized by South Shore Baseball Academy, and acknowledge and accept that the liability may rise from negligence on the part of the persons or entities being released.

#### Certification of Receipt and Review of Agreement, and Release of All Liability

I hereby acknowledge that this Agreement will be applied by the event holders, sponsors and organizers of any South Shore Baseball Academy event or activity in which the minor may participate, and that it will govern the rights, actions, and responsibilities of myself/the minor. In consideration of the application for the minor to participate and permitting the minor to participate in events or activities by South Shore Baseball Academy, I hereby take action for myself, myself on behalf of the minor, my executors, administrators, heirs, next of kin, successors, and assigns as follows. I hereby:

- (a) Waive, release and discharge from any and all liability, regardless of who is at fault, for the death, disability, personal injury, property damage, property theft or actions of any kind which hereafter may accrue as a result of the minor's participation in any event or activity by South Shore Baseball Academy



including attorney's fees, litigation cost, the following entities or persons: Michael N. Torres, South Shore Baseball Academy, LLC. and its directors, managers, supervisors, officers, employees, volunteers, representatives and agents, affiliated or unaffiliated event holders, event directors, event coordinators, event sponsors, event staff, event volunteers, successors, assigns and property owners or property representatives; and

- (b) Indemnify and hold harmless the entities or persons mentioned in section (a), above, from any and all liabilities or claims made as a result of the minor's participation in the activities or events by South Shore Baseball Academy including, but not limited to, negligence, breach of contract or wrongful and intentional conduct of parties hereby released, whether caused by the negligence or intentional actions of the minor or the negligence or intentional actions of another, or otherwise.

Individually, and as parent or legal guardian of the minor, I hereby acknowledge my responsibility to acquire health insurance coverage sufficient to provide for any and all medical and dental risk services related to injuries, both serious and minor, arising out of or connected with the minor's voluntary participation in events and activities by South Shore Baseball Academy. I understand and acknowledge that no accident or medical insurance is provided with any activity or event by South Shore Baseball Academy. I hereby give my permission for the South Shore Baseball Academy staff to seek appropriate medical attention for my child, for the medical attention to be given to my child, and for my child to receive the medical attention in the event of accident, injury, or illness. I will be responsible for any and all costs of medical attention and treatment.

I understand and acknowledge that South Shore Baseball Academy reserves the right to refuse to permit the minor to participate in any event for any reason and I shall have no legal or other recourse relating to such decisions. I hereby authorize the minor to be photographed, videotaped or have his/her likeness reproduced by South Shore Baseball Academy for any purpose including, but not limited to, being used on any websites, Facebook pages, or any other social media or advertisement materials affiliated with South Shore Baseball Academy.

This Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law. In the event that any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, I hereby agree that the remaining provisions of the Agreement shall not be affected and shall continue to be valid and enforceable. Further, if for any reason, a court finds that any provision of the Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be so limited and shall be construed and enforced as such.

I hereby certify that I have read this Agreement, understand all of its contents, and specifically agree to the terms herein on my own behalf and on behalf of the above-named minor child for whom I am the parent or legal guardian. I acknowledge that I am giving up rights by agreeing to the contents of this Agreement and I accept the terms of this Agreement of my own free will.

Minor Participant's Name: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Printed Name

\_\_\_\_\_  
Date Executed