



Four Seam Sports, Inc. Player Release and Waiver

In consideration of _____ (the "Player") having been provided the opportunity to participate in activities hosted, facilitated, and sponsored by Four Seam Sports, Inc. (the "Organization"), the Player and his/her parent or guardian hereby voluntarily agree as follows:

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE. The Player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and forever discharge, to the fullest extent permitted by applicable law, Four Seam Sports, Inc. and the Organization's respective past, present, and future related entities, subsidiaries, officers, directors, affiliates, governors, agents, servants, officials, employees, volunteers, successors, assigns, sponsors and/or licensees from, and waive in respect of each Four Seam Sports, Inc. entity and covenant not to sue any Four Seam Sports entity for any and all liabilities, losses, damages, costs, expenses (including, but not limited to, attorneys' fees and expenses), actions, causes of action, suits, obligations, judgments, and claims of any nature whatsoever (collectively, the "Liabilities") arising from, based upon or relating to personal injury or death to, or damage to or loss of property of, the Player and/or his/her parent or guardian sustained in connection with the Player's participation in activities hosted/facilitated by Four Seam Sports, Inc. Such release, discharge, waive and covenant not to sue shall include, but nor be limited to, any and all such Liabilities caused in whole or in part by the negligence of any Four Seam Sports, Inc. entity in connection with such Four Seam Sports, Inc. entity's involvement with the Organization. This release, discharge, waiver and covenant not to sue shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to conflict of laws principles. If any portion of this release, discharge, waiver and covenant not to sue shall be held invalid or unenforceable, the remaining portion hereof shall not be affected thereby and shall remain in full force and effect.

PLAYER ASSUMES RISK. The Player and his/her parent or guardian are aware of and understand the inherent risks and dangers of baseball and softball and the potential for injury that exists when participating in this activity, and agrees to assume all risk of and responsibility for personal injury or death to the Player, and/or damage to or loss of Player property, arising from, based upon or relating to the Player's participation in activities hosted/facilitated by the Organization. Such assumption of risk includes, but is not limited to, any personal injury or death, and/or damage to or loss of property, arising from, based upon or relating to the lack of skill of any player, the improper conduct of any player and the acts or omissions of any umpire, coach or supervisor, and any personal injury or death, or damage to and/or loss of property, caused in whole or in part by the negligence of any Four Seam Sports, Inc. entity. Each the Player and his/her parent or guardian understand and agree that, in the event of any injury to the Player, none of the Four Seam Sports, Inc. entities will be responsible for any decisions related to medical treatment for Player or for such treatment itself.

RIGHT OF PUBLICITY. The Player's participation in activities hosted/facilitated by Four Seam Sports, Inc. shall constitute the irrevocable, non-exclusive, transferable, sublicensable and assignable permission and right to use the name, likeness, image, voice, biographical information and/or any other identification of the Player for advertising, publicity, instructional or any other purposes in connection with the Organization, the business of Four Seam Sports, Inc. and/or any baseball-related events, programming and other activities, in perpetuity, worldwide, and in any and all media now or hereafter known, without any additional consideration or right of prior review or approval by the Player or his/her parent(s) or guardian(s). Each of the Player and his/her parent or guardian agrees, for him/herself and his/her personal representatives, executors, administrators, heirs, next of kin, successors and assigns, to release and discharge Four Seam Sports, Inc. and its entities from, to waive in respect of each Four Seam Sports, Inc. entity, and not to sue Four Seam Sports, Inc. or its entities for any and all liabilities arising from, based upon or relating to any claim for invasion of privacy, violation of right of publicity, defamation or appropriation, or any similar claim, in connection with any such use.

REPRESENTATIONS. Each of the Player and his/her parent or guardian states that he/she has had full opportunity to ask any questions regarding the Organization's programs, activities, and events that he/she may have, that he/she has read and understands this release, discharge, waiver, and covenant not to sue. In addition, the Player's parent or guardian has read and understands this release, discharge, waiver and covenant not to sue, and has explained it to the Player and that he/she has been given the opportunity to review this release, discharge, waiver, and covenant not to sue with any person he/she chooses, including a lawyer, and has done so to the extent he/she wishes to do so. Each of the Player and his/her parent or guardian further states that the Player is the beneficiary of his/her parent or guardian's insurance policy or is otherwise covered by sufficient insurance coverage, has been examined by a doctor within the past six (6) months, is in good physical condition, is physically fit to participate in the Organization's programs, activities, and/or events and that the Player is not subject to any medical condition that poses or may pose risk of harm or disability to others.

Participant's Name (print)

Participant's Signature

Parent/Guardian's Signature

Date: _____

Date: _____

Date: _____

Participant's Home Address:

Participant's Phone Number:

Parent/Guardian's Email Address:
