



**Waiver and Release of Liability — Read Before Signing**

In consideration of being allowed to participate in any way for the Green Mountain Baseball Association (GMBA), its related events and activities, I, \_\_\_\_\_, (print your name) the undersigned, acknowledge, appreciate 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 the risk, the risk of serious injury does exist; and,
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; and,
3. I willingly agree to comply with the customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of my manager and GMBA representatives immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS GMBA, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releases"), 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,
5. I also understand that I am solely responsible for all medical and any other expenses that may be related To my personal injury. There is no accident policy furnished by GMBA.

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 FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I UNDERSTAND THAT THIS AGREEMENT IS IN EFFECT PERPETUITY FOR ANY AND ALL GMBA ACTIVITIES I PARTICIPATE IN.

Further, I hereby agree and consent to the following parameters as conditions of participation in GMBA:

- I will observe all rules as established by GMBA
- I understand that fighting, physical abuse of players, umpires, or spectators, and the use of abusive or offensive language will not be tolerated by GMBA and violation of this rule could result in banishment or suspension from GMBA participation and forfeiture of all fees paid.
- I realize that GMBA and facilities do not possess a defibrillator.
- I realize that there is no guaranteed playing time on any given team, associated with regular season, postseason or tournament play.

X \_\_\_\_\_ Age: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

Print Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Cell Phone \_\_\_\_\_ Home Phone \_\_\_\_\_

Home Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

(A reasonable effort will be made to present this Agreement to the participant. Nevertheless, this Waiver and Release of Liability is in effect for all GMBA activities I participate in, regardless of whether I have been presented with this Agreement or not and regardless of whether I have signed it or not).