

PLAYERS

AMERICAN AMATEUR BASEBALL CONGRESS ("AABC")/  
YOUNGSTOWNCLASS "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 in the League.

3 The Player, and the Parents on behalf of both themselves and the Player, do hereby absolutely and unconditionally waive and discharge the AABC, the League, Youngstown Class "B" Baseball, Inc., Bob Cene Park, Inc., Astro Shapes, Inc., the City of Youngstown, 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 the 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 LOSSES 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 OTHERWISE, 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 and 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 extent 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: \_\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(only if age 18 or over):

#### MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL 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 RELEASEE'S OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEE'S NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

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

IN CONSIDERATION for, and as a condition of, \_\_\_\_\_ (the "Participant") being allowed to participate as a volunteer, coach, umpire or any other non-player capacity (the "Baseball Activities") in the Youngstown Class "B" Baseball League (the "League"), the Participant does hereby acknowledge and agree for him/herself and his/her personal representatives, assigns, heirs and next of kins that:

1. The Participant understands the nature of Baseball Activities and covenants that the Participant is qualified, in good health, and in proper physical condition to participate in Baseball Activities in the League. Participant covenants that he/she is at least 18 years of age and further agrees and warrants that if at any time he/she believes conditions to be unsafe, he/she will immediately discontinue further participation in the Baseball Activities and the League.

2. The Participant does hereby absolutely and unconditionally waive and discharge the AABC, the League, Youngstown Class "B" Baseball, Inc., Bob Cene Park, Inc., Astro Shapes, Inc., the City of Youngstown, 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 Participant, or any damage to any property of Participant, arising out of his participation in the League.

3. The Participant FULLY UNDERSTANDS 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 League, the condition in which the Baseball Activities takes place, or THE NEGLIGENCE OF THE RELEASEES; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES 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.

4. PARTICIPANT HEREBY RELEASES, DISCHARGES, AND COVENANTS 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 OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND PARTICIPANT FURTHER AGREES that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT PARTICIPANT, or anyone on his/her behalf, makes a claim against any of the Releasees, PARTICIPANT 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

5. This Agreement has been voluntarily executed by the Participant. In executing this Agreement, the Participant is not relying on any inducements, promises or representations made by the Releasees, other than those set forth in this Agreement.

6. It is intended by the Participant 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 Participant intends 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 extent 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: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_