

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION of RISK and INDEMNITY AGREEMENT

The legal name of the various Vipers sport organizations is; **Vipers Baseball Club, Inc.**
Vipers Baseball Club, Inc. includes baseball, volleyball, softball and any other sport or event held or conducted by Vipers Baseball, Club, Inc. including any events conducted by any Viper coach.

(Read carefully before signing.)

In consideration of being permitted to participate in any way, in any sport or event including practices or individual lessons, group lessons with the Vipers sport organizations and any other program or event indicated below and anyone being permitted to enter for any purpose, any restricted area (here in any area where in admittance to the general public is prohibited) the parents and/or legal guardian of the minor participant named below, agrees to the following:

1. The parent(s) and/or legal guardian will instruct the minor participant that prior to participating in the below Viper event of any type, he/she should inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, the participant should immediately advise the officials or coaches of such conditions and refuse to participate. I understand and agree that, if at any time, I feel anything to be unsafe; I will immediately take all precautions to avoid the unsafe area and refuse to participate further.
2. I/we fully understand and acknowledge that:
 - a) There are risks and dangers associated with participation in Vipers Baseball Club, Inc. sports, events and activities; practices, clinics, camps, evaluations, tryouts, private lessons or any organization event, which could result in bodily injury, partial and/or total disability, paralysis or death.
 - b) The social and economic losses and/or damages, which could result from these risks and dangers described above could be severe.
 - c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including but not limited to, the releasee named below.
 - d) There may be other risks not known or are not reasonably foreseeable at this time.
3. I/we accept and assume such risks and responsibility for the losses and/or damages, following such injury, disability, paralysis or death, however caused, whether caused in whole or in part by the negligence of the Releasee named below.
4. **I/we hereby release, way, discharge and covenant not to sue** Vipers Baseball Club, Inc., Vipers sports organization, or the facility used by the participant, including the owners, managers, promoters, and lessees of the premises used to conduct any Vipers sports organization's events or programs, or loss control activities, regarding any Vipers rented facility or event at such facility and each of them, their directors, coaches, officers, agents, employees, all for the purposes herein referred to as "Releaser"... from all liabilities to the undersigned, my/our personal representatives, assigns, executors, heirs and next of kin, for any and all claims, demands, losses or damages and any claims or demands therefore on account of any injury, including but not limited to the death of the participant or damage to property, arising out of or relating to the events caused or alleged to be caused, in whole or in part by the negligence of the releasee or otherwise.
5. I/we hereby acknowledge that the activities or events are very dangerous and involve the risk of serious injury and/ or death and/or property damage. Each of the undersigned are expressly acknowledging that injuries receive may be compounded or increased by negligent rescue operations or procedures of the Releasees.
6. Each of the undersigned further expressly agree that the foregoing Release, Waiver, Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the Province or state in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

I have read this **Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement**, fully understand it's terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed by law.

Team name: Vipers Baseball Club, Inc., DBA Vipers Volleyball Club, Vipers Softball Club and any other sport or activity conducted by Vipers Baseball Club, Inc.

PARENT OR GUARDIAN SIGNATURE: _____ Date: _____

PRINTED NAME OF PARTICIPANT: _____

ADDRESS OF PARTICIPANT: _____

EMAIL: _____ PHONE: _____