

**MYBA Middle School Tournament
Participation Agreement**

I CERTIFY THAT MY CHILD IS PHYSICALLY CAPABLE AND ABLE TO FULFILL THE NECESSARY REQUIREMENTS TO PARTICIPATE. MY CHILD IS HEALTHY AND HAS NO PHYSICAL OR MENTAL DISABILITIES OR INFIRMITIES THAT COULD RESTRICT FULL PARTICIPATION IN THESE ACTIVITIES. I ALSO UNDERSTAND THAT THERE ARE CERTAIN RISKS OF INJURY INHERENT IN THE PRACTICE AND PLAY OF BASEBALL, AS WELL AS IN TRAVELING AND OTHER RELATED ACTIVITIES INCIDENTAL TO MY CHILD'S PARTICIPATION, AND I AM WILLING TO ASSUME ALL RISKS AND HAZARDS ON BEHALF OF MY CHILD. I UNDERSTAND THAT THIS FORM LEGALLY RELEASES ALL OBLIGATIONS AND RESPONSIBILITIES FOR THE MEDICAL TREATMENT OF MY CHILD IN THE EVENT OF ILLNESS OR INJURY WHEN THE PARENT/GUARDIAN CANNOT BE REACHED, I UNDERSTAND THAT I AM RESPONSIBLE FOR ALL EXPENSES SHOULD INJURY OCCUR.

I ACKNOWLEDGE AND UNDERSTAND THE RISKS INVOLVED (INCLUDING, BUT NOT LIMITED TO BROKEN BONES, INJURIES, AND PULLED MUSCLES) IN THIS EVENT AND GRANT PERMISSION FOR MY CHILD TO PARTICIPATE. I FURTHER AGREE TO HOLD HARMLESS MANSFIELD YOUTH BASEBALL ASSOCIATION, ITS AFFILIATES, OFFICERS, AGENTS, THEIR ASSIGNS, HEIRS, PERSONAL REPRESENTATIVES, COACHES, SPONSORS, CONTRACTORS, SUPERVISORS, VOLUNTEERS, AND EMPLOYEES, AND PROPERTY OWNERS AND/OR LESSEES OF THE PROPERTY WHEREIN THE SPORTS ACTIVITIES ARE CONDUCTED; AND THE CITY OF MANSFIELD, THEIR TRUSTEES, OFFICERS, EMPLOYEES, AND REPRESENTATIVES STAFF, FACILITIES FOR ANY INJURY SUSTAINED AS A RESULT OF MY CHILD'S PARTICIPATION. I ALSO UNDERSTAND THAT PHOTOS AND VIDEOS MAY BE TAKEN THROUGHOUT THE EVENT AND THESE IMAGES MAY BE PUBLISHED OR USED FOR ADVERTISING AND PROMOTIONAL PURPOSES BY MYBA, AND ITS AGENTS.

BY SIGNING, I HEREBY AFFIRM THAT I HAVE READ AND FULLY I HAVE READ THE ABOVE WARNING AND THOROUGHLY APPRECIATE/UNDERSTAND THE ASSUMPTION OF RISKS INHERENT WITH THE PRACTICE AND PLAY OF BASEBALL, AS WELL AS IN TRAVELING AND OTHER RELATED ACTIVITIES INCIDENTAL TO MY CHILD'S PARTICIPATION.

I HEREBY ELECT TO HAVE MY CHILD VOLUNTARILY PARTICIPATE IN SAID ACTIVITY WITH FULL KNOWLEDGE THAT SAID ACTIVITY MAY BE HAZARDOUS TO MY CHILD AND MY PROPERTY. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY MY CHILD, OR ANY LOSS OR DAMAGE OF PROPERTY OWNED BY ME, AS A RESULT OF MY CHILD BEING ENGAGED IN SUCH ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE. I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY LOSS, LIABILITY, DAMAGE OR COSTS, INCLUDING COURT COSTS AND ATTORNEY FEES, THAT THEY MAY INCUR DUE TO MY PARTICIPATION IN SAID ACTIVITY, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE.

I UNDERSTAND THAT MYBA DOES NOT MAINTAIN AN INSURANCE POLICY COVERING EVERY CIRCUMSTANCE THAT MAY ARISE FROM MY PARTICIPATION IN MYBA. AS SUCH, I AM AWARE THAT I SHOULD REVIEW MY PERSONAL INSURANCE PORTFOLIO. IT IS MY EXPRESS INTENT THAT THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SHALL BIND THE MEMBERS OF MY FAMILY AND SPOUSE, IF I AM ALIVE, AND MY HEIRS, ASSIGNS AND PERSONAL REPRESENTATIVE, IF I AM DECEASED, AND SHALL BE DEEMED AS A RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE THE ABOVE-NAMED RELEASEES. I HEREBY FURTHER AGREE THAT THIS WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED; ACKNOWLEDGE NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT; AND I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

School: _____ Grade: _____ Coach/Contact: _____

Player Name (print)	Parent/Guardian Name (print)	Parent/Guardian Signature
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