



**McHenry County Hurricanes Baseball Association  
General Release and Waiver  
For \_\_\_\_\_**

I, \_\_\_\_\_, as parent, trustee or guardian (together with any spouse or other party having any parental, co-trustee, co-guardianship or other custodial rights or interests in or regarding the captioned minor are collectively referred to herein as "Parent") have requested permission from the McHenry County Hurricanes Baseball Association ("MCHBA") to permit \_\_\_\_\_, being a minor/child under the age of 18 ("Player" which, together with Parent and their respective heirs, legatees, executors, legal representatives, successors, assigns, and any other person claiming any right, title or interest by through or under any of them is sometimes collectively referred to herein as the "Player Group") to tryout, practice, workout, play and participate in "MCHBA Activities" including, without limitation, all tryouts, practices, workouts, games and tournaments and any all activities related thereto including, without limitation, all travel to, from or during any of the foregoing and any other activities arising therefrom.

The undersigned Parent, on behalf of the Player Group, acknowledges that the MCHBA has informed me, and on behalf of the Player Group I understand, that the Player Group is not covered by or insured under any insurance policy that MCHBA may voluntarily elect to maintain, that MCHBA is not obligated to insure the Player Group or to maintain any particular insurance and that Player Group will not be insured by MCHBA in connection with any MCHBA Activities.

The undersigned Parent, on behalf of the Player Group, hereby assumes all risk of Player Group's participation in MCHBA Activities and hereby waives all Claims (as hereinafter defined) and releases MCHBA, its officers, directors, employees, agents and legal representatives (collectively, the "MCHBA Group") of and from any claim, demand, liability, loss, damage, cost or expense that Player Group or any of them may suffer, pay or incur arising directly or indirectly out of MCHBA Activities including, without limitation, personal injury or death to any member of the Player Group, economic loss or property damage of any kind or nature whatsoever (collectively, a "Claim") including, without limitation, any Claims that are covered under any insurance policy maintained by any member of the Player Group. Player Group understands that this General Release and Waiver is hereby executed and delivered to MCHBA as a material inducement to allow MCHBA to permit Player to participate in MCHBA Activities. The foregoing waiver and release shall (i) include all Claims caused directly or indirectly by any act or omission of any member of the MCHBA Group to the extent permitted by law, and (ii) cover all Claims, whether past, present or future that Player Group had, has, may have or may hereafter have against the MCHBA Group or any of them.

Without limiting the foregoing terms, and in consideration of MCHBA's permission to allow Player to participate in MCHBA Activities (but without any guaranty of being selected for any MCHBA team in any tryout), the undersigned Parent, on behalf of each member of the Player Group, hereby agrees that it shall look solely to its own insurance policies or to any third party (excluding MCHBA and any member of the MCHBA Group) for any recovery relating to any Claim and hereby indemnifies and holds the MCHBA Group harmless from and against, all claims, demands, obligations, liabilities, losses, damages, costs or expenses (including, without limitation, attorneys' fees and litigation expenses) that they may suffer, pay or incur arising out of any Claim made by any member of the Player Group against MCHBA or any member of the MCHBA Group.

This General Release and Waiver is made voluntarily and without limitation, and Parent represents, warrants and covenants that he/she has full right, title, power and authority to execute and deliver this General Release and Waiver on behalf of the Player Group and that this General Release and Waiver is valid, legally binding upon and enforceable against the Player Group in accordance with the terms hereof. The undersigned further acknowledges that it has the right and has had the opportunity to have this General Release reviewed by counsel of its choice and that he/she on behalf of the Player Group has either exercised or waived such right with full knowledge of the circumstances.

\_\_\_\_\_  
Parent/Guardian – Print Name

\_\_\_\_\_  
Parent/Guardian – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State/Zip

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Cell Phone