



McKinney Mongrels Waiver and Release of Liability and Indemnity Agreement

Player/Minor's Name: _____

In Consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in the activities (the "Activities") associated with the McKinney Mongrels Baseball Organization ("McKinney Mongrels") the undersigned hereby enter into this Release of Liability and Indemnity Agreement ("Agreement") as of the date set forth below:

I, the undersigned, am the parent or legal guardian of the above-named player, a minor who is under the age of 21 years (the "Minor"), and I do hereby consent to the Minor's participation in the sport of baseball as a player with the McKinney Mongrels.

1. Acknowledgement of Risks: The undersigned recognizes and understands that there are risks associated with the Minor's participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, property, and/or improvements to property that is caused by the undersigned and/or any persons (including, but not limited to the Minor) under the undersigned's care and control, and that arise out of, or are related to, the undersigned's and/or Minor's entry into and participation in the Activities.

2. Applicability and Scope of Releases and Indemnities: For purposes of this Agreement, "Claims" shall mean any past, present, and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers, and indemnities contained in this Agreement expressly shall

Initials: Parent/Guardian _____ McKinney Mongrels _____

apply regardless of whether the Claims to be released, waived, or indemnified arise, are alleged to arise from (1) negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, and/or strict liability of McKinney Mongrels, or its respective present and former officers, directors, members, subsidiaries, employees, affiliates, staff, agents, volunteers, coaches, assistants, and any other person, firm, or corporation bound to defend or pay judgments against it (the “Released Parties”); (2) personal injury, death, and/or property damage; (3) acts under the Texas Deceptive Trade Practices Act (“DTPA”); (4) acts of any other persons or guests; (5) theft, burglary, assault, or other crimes; (6) fire, water, wind, rain and/or smoke and/or; (7) any other risks and hazards associated with the undersigned’s entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities.

3. Release from Liability: The undersigned hereby Releases, Acquits, and Forever Discharges, and Waives any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities—including but not limited to, the types of Claims enumerated in Paragraph 2—and agree not to sue, cause to be sued, or make demands of any of the Released Parties for any such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guest for personal injury, property damage, or any other Claims arising from or related to the undersigned’s and the Minor’s entry into and participation in the Activities. **THIS RELEASE IS INTENDED TO BE A GENERAL RELEASE OF ALL CLAIMS ARISING PRIOR TO THE DATE OF THIS AGREEMENT, BUT DOES NOT RELEASE ANY OBLIGATIONS ARISING FROM THIS AGREEMENT.**

4. Agreement to Indemnify and Hold Harmless: The undersigned agrees to Indemnify and Hold Harmless the Released Parties against any and all Claims asserted by, through, or under the undersigned, arising from or related to their entry and/or the Minor’s entry and participation in the Activities—including, but not limited to: (1) negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, and/or strict liability of McKinney Mongrels, or its respective present and former officers, directors, members, subsidiaries, employees, affiliates, staff, agents, volunteers, coaches, assistants, and any other person, firm, or corporation bound to defend or pay judgments against it (the “Released Parties”); (2) personal injury, death, and/or property damage; (3) acts under the Texas Deceptive Trade Practices Act (“DTPA”); (4) acts of any other persons or guests; (5) theft, burglary, assault, or other crimes; (6) fire, water, wind, rain and/or smoke and/or; (7) any other risks and hazards associated with the undersigned’s entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities.. As used herein, “Indemnify” means to agree to assume the Released Parties’ liability for any Claim, including claims for the Released Parties own negligence or other cause of action enumerated herein, and/or reimbursing the Released Parties for

any such Claims asserted against them and brought by the undersigned on behalf of the undersigned and/or on behalf of the Minor.

5. Consent for Medical and/or Dental Treatment: The undersigned authorizes McKinney Mongrels to seek emergency medical and/or dental treatment for Minor. The undersigned agrees to be responsible for said medical and/or dental expenses to the extent that any medical or dental insurance is insufficient. The undersigned represents to McKinney Mongrels that the Minor has, completely independent of any coverage, which may be provided by McKinney Mongrels, medical health insurance with coverage for the Minor in the event of an injury related to participation in Activities. The undersigned further understands that having such medical health insurance is an express condition to the Minor's participation with McKinney Mongrels and that the McKinney Mongrels are relying on the statements herein regarding said family or personal medical insurance coverage, that said insurance policy numbers are accurately represented, that the policy corresponding to said policy number is in force, and that such policy shall remain in force while the Minor is a participant in Activities, or said policy shall be substituted for by another policy with coverage sufficient under this Agreement. The undersigned agrees to inform McKinney Mongrels of any changes in the insurance coverage of the Minor as soon as practicable. The undersigned hereby acknowledges that it is his or her sole obligation to pay whatever expenses may be incurred relative to medical and/or dental treatment for the Minor to the extent that said family or personal medical insurance is not sufficient. The undersigned further acknowledges and expressly states that his or her consent to the Minor's participation is continuous in nature, from season to season and year to year, regardless of changes in teams, coaches, managers, rules, etc., until such consent is specifically revoked in writing by the undersigned, or until said Minor ceases to participate in Activities.

As further inducement to McKinney Mongrels to permit the undersigned's and/or the Minor's entry into and participation in the Activities, the undersigned represents that he or she thoroughly and completely understand that this is a complete and final release and indemnity agreement, that he or she is freely and voluntarily entering into this Agreement, and that no representations, promises, or statements made by any Released Party, or any agent, attorney, or other representative of any Released Party has influenced the undersigned in causing him or her to sign this Agreement.

The undersigned understands that this Agreement shall be binding on his or her heirs, executors, successors, and assigns, that the Agreement will be governed by the laws of Texas, and the jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in Texas State Court in Collin County, Texas. If any part of this Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this Agreement. The undersigned

agrees to the terms and conditions above, and acknowledges receipt of this Agreement.

Player/Minor's Name _____ Player/Minor's Date of Birth _____

Parent/Guardian's Signature _____
Date _____

Parent/Guardian's Printed Name: _____
Date _____

Parent/Guardian's Signature _____
Date _____

Parent/Guardian's Printed Name: _____
Date _____



McKinney Mongrels Signature _____
Date _____

Mongrels Witness Signature _____
Date _____

Notary Public Signature _____
Date _____



Medical and Liability Release Seasons & Tournaments

Mongrels Baseball Season

In the event of sickness or medical emergency, I request my child receive any medical attention or treatment deemed necessary. Therefore, I give permission to any hospital, doctor, and or health care provider to transport, treat, and or admit care for my child. I understand that I am responsible for all expenses and charges for the treatment and care of my child. I also voluntarily release The McKinney Mongrels and/or any of its Coaches or volunteers from responsibility should any harm occur as a result of participation in the McKinney Mongrels Season or Tournaments. In the event that I am not present at the time of emergency or cannot be contacted, my care has been entrusted to the Coaches and the designated Team Emergency Moms, and volunteers of McKinney Mongrels.

Child's name _____

Parent signature _____ Date _____

Parent's Printed Name _____

Notary Public _____



Parent/Guardian Consent Form

During our McKinney Mongrels season and tournaments, your child will be playing aggressive Major League rules. Your child must wear a protective cup at all times during games and practice.

If you would like your child to participate in these ongoing activities please circle the yes and sign on the line.

Yes, my child (child's name) _____ may participate in the McKinney Mongrels season and tournaments. I understand that these activities can be dangerous, and in the unlikely event that my child is injured, I release McKinney Mongrels and its Coaches and volunteers from any and all claims resulting from personal injury, property damage or death.

Payments are due on the assigned seasonal due dates. If payment cannot be made by the deadline, financial arrangements need to be made and must be approved by Head Coach and McKinney Mongrels Board of Directors. Account balances must be current or arrangements in place within 14 days of the seasonal due date or player will be unable to participate in games until payment or payment plans are in place and approved. All individual team fundraising efforts require all team members to participate. All funds raised remain with that specific team and the Mongrels Organization in the event any player, parent or coach leaves or is dismissed from the team.

Parent signature _____ Date _____

Parent's Printed Name _____

Notary Public _____



McKinney Mongrels Player and Parent Code of Conduct pg1

As a player on the **McKinney Mongrels**, it is your job to have fun and enjoy the game of baseball. Good sportsmanship, teamwork, and learning the rules of the game are all a part of your experience. Please read the players code of conduct carefully, and ask your parent or coach to explain any that you don't understand. By understanding and playing by these rules will help you to become a better ball player and an important part of your team.

- Remember that **excelling in academics is your first priority**. Your Head Coach will see your report cards on a quarterly basis. **No Pass, No Play!** Just like High School.
- Remember that **your parents have the right to sit you out** if you are not behaving properly at home or school.
- Play for the fun of it, not just to please your parents or coach. At this time, and at this level, you have to the desire and want to be here. Winning is not your priority. **Learning the fundamental mechanics of the game for the opportunity to play High School should be your priority**. Then, winning will take care of itself.
- Play by the Rules of the Game.
- Never argue or complain about Umpire's calls or decisions. **Your Head Coach is the only person that will communicate with Umpires.**
- Control your temper! Most of all resist the temptation to retaliate when you feel you have been wronged. **Conduct yourself with class, dignity and represent your parents and the Mongrel's organization to the highest of standards.**
- Concentrate on playing baseball with your best effort! Work equally hard for your team as for yourself. **Practice like you would play in a game. Hustle at all times.**
- Treat all players, as you would like to be treated. **Be positive at all times and keep your hands to yourself!**
- Remember that the goals of the game are to have fun, improve your skills and feel good. **Don't be a showoff, a ball hog or "Big-Time"**.
- Cooperate with and **respect** your parents, coaches, teammates, opponents and the umpires.
- Practice is essential. **If a player misses a practice for any reason, there is no guarantee that he will be able to play in the next game. Players should attend practice consistently to be considered for starting positions. Show up in a timely manner. For unforeseen circumstances a parent phone call is required and the player better be hustling into practice, not walking! Do not show up late to practice and come walking in! Communication from your parents is a must. The Head Coach or Team Mom must be communicated if a player is going to be tardy or absent to a practice or game.**
- **The Coach Cox Law.** Coach Cox's McKinney Mongrel teams are all set to the same standards of; work ethic, respect, attendance, mechanics, passion, communication, working out at home, academics, listening, applying, paying attention, hustle, and leadership. Any player or parent not displaying the Mongrels standards at anytime will simply get the Coach Cox Law, "Thank you son, I've seen enough. Please gather your belongings and you are dismissed."

Failure to abide by the Code of Conduct of The McKinney Mongrels may result in disciplinary actions being taken against the offender. If you are dismissed from the team, league and club fees are non refundable and the players name will be removed from our active roster at the end of the season. If you have an open invoice: 1) Player will not be released from the USSSA Roster until the end of the calendar year. 2) When all Club Fees and Team Invoices are paid in full player will be release from USSSA Roster.



McKinney Mongrels Player and Parent Code of Conduct pg 2

Players Signature _____ Date _____

Parents Signature _____ Date _____

Head Coach Signature _____ Date _____

Team Mom Signature _____ Date _____

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GENERAL FAMILY REGISTRATION INFORMATION

As the parent/legal guardian of:

Name of Player: _____

I request that in my absence the above-named player be admitted to any hospital or medical facility for diagnosis and treatment. I request and authorize physicians, dentists, and staff, duly licensed as Doctors of Medicine or Doctors of Dentistry or other such licensed technicians or nurses, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the above minor. I have not been given a guarantee as to the results of examination or treatment. I authorize the hospital or medical facility to dispose of any specimen or tissue taken from the above-named player.

Date of players birth: _____ Date of last Tetanus Booster: _____

Allergies: _____

Other Medical Conditions: _____

Player's Physician: _____ Phone #: () - _____

Name of Parent/Guardian: _____

Street Address: _____ City: _____ State: TX

Zip Code: _____ Phone # H: () - _____ Work #: () - _____

Person responsible for charges (if different from above) _____

Street Address: _____ City: _____ State: TX

Zip Code: _____ Phone # H: () - _____ Work #: () - _____

Person to notify if parent/guardian is unavailable: _____

Street Address: _____ City: _____ State: _____

Zip Code: _____ Phone # H: () - _____ Work #: () - _____

Medical and/or Hospital Insurance Co Phone #: _____

Policy Holder Policy Number

Signature of Parent /Guardian: _____ Date: _____

Sworn to and subscribed before me on the _____ day of _____, Yr _____

Notary Public _____

My Commission expires _____