

**Parent/ Legal Guardian Information:**

First and Last Name:

Address:

City: State: Zip Code:

Phone Number:

**Participant's Name:**

First and Last Name:

Birth Date:

**Assumption of Risk, Waiver of Liability, And Indemnification Agreement**

**Palisades Sparkill Baseball League** (hereafter referred to as PSBL) is a youth baseball league which offers children to learn and play baseball. The sport can produce many benefits for your child , however, while there are many benefits to baseball, it is important that the PARTICIPANT & PARENT/LEGAL GUARDIAN knows that baseball involve some risks of injury.

**Waiver of Liability for Ordinary Negligence:** In consideration of permission to use the PSBL's facilities, and services, today and on all future dates, I, the PARTICIPANT & PARENT/LEGAL GUARDIAN, on behalf of myself, my spouse, my heirs, personal representatives, and assigns [hereafter referred to as Releasing Parties] do hereby release, waive, discharge, and covenant not to sue PSBL, its officers, employees, volunteers, independent contractors, equipment providers, sponsors and agents [hereafter referred to as Protected Parties] from liability from any and all claims arising from 1) the ordinary negligence of PSBL or other protected parties, and from 2) the presence of myself and/or the PARTICIPANT on the premises of PSBL's facilities.

**This Assumption of Risk, Waiver of Liability, and Indemnification Agreement applies to, but is not limited to, the following:**

- \* Illnesses, personal injury (including death), and/or economic loss to the PARTICIPANT & PARENT/LEGAL GUARDIAN arising from participation in any PSBL activity or their presence on the premises.
- \* Any and all claims resulting from the damage to, loss of, or theft of property.
- \* The release of PSBL from any claims and rights that the PARTICIPANT & PARENT/LEGAL GUARDIAN 1) now have against PSBL and/or 2) may have in the future against PSBL.

**Indemnification Agreement:** I, the PARENT/LEGAL GUARDIAN, agree to hold harmless, defend, and indemnify PSBL and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees and related expenses) from any and all claims of the Releasing Parties arising from PARTICIPANT & PARENT/LEGAL GUARDIAN injury or loss due to participation at PSBL (including claims arising from the inherent risks of PSBL. activities and those arising from the ordinary negligence of PSBL or Protected Parties).

I further agree to hold harmless, defend, and indemnify PSBL and Protected Parties (that is, defend and pay any judgment and costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and others arising from conduct of PARTICIPANT & PARENT/LEGAL GUARDIAN in the course of participation at PSBL (including claims arising from the inherent risks of PSBL activities and those arising from the ordinary negligence of PSBL or Protected Parties).

**Clarifying Clauses:**

- \* I, the PARENT/LEGAL GUARDIAN, confirm that this is the entire agreement between me and PSBL and cannot be modified or changed in any way by representations or statements by any agent or staff member of PSBL.
- \* I also understand that if legal action is brought, the appropriate trial court for Rockland County in the state of New York or United States District Court for the Southern District of New York has the sole and exclusive jurisdiction and that only the substantive laws of the State of New York shall apply.
- \* I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgments: I, certify:**

- \* That participant has no health problems that would increase his/her risk for injury.
- \* That I acknowledge that PSBL encourages each participant to get medical clearance prior to participation.
- \* That I acknowledge that it is the participant's duty stop immediately and to inform staff if he/she feels any unusual discomfort or is injured.

**Emergency Authorizations:**

- \* That I authorize PSBL to administer emergency first aid, CPR, and use an AED when deemed necessary.
- \* That I authorize PSBL to secure emergency medical care or transportation when deemed necessary.
- \* That I agree to assume all costs of emergency medical care and transportation.
- \* That I agree to inform PSBL of any injury (even minor injuries) prior to leaving the PSBL facility.

**Use of Images:**

- \* That I give permission to PSBL to use any photographs, images, or likenesses taken of me and/or PARTICIPANTS in its marketing brochures, ads, videos, or other media.

**Acknowledgment of Understanding:** I, the PARTICIPANT & PARENT/LEGAL GUARDIAN, have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights that might belong to me and/or my PARTICIPANT including: 1) my right as a PARTICIPANT to recover damages for any loss I may suffer resulting from my injury or death resulting from participation at PSBL; 2) my right as a PARENT/LEGAL GUARDIAN to recover damages for any loss I may suffer resulting from injury to or death of myself or my PARTICIPANT resulting from participation at PSBL; and 3) the right of my PARTICIPANT to recover damages for any loss he/she might suffer from injury or death resulting from participation at PSBL events.

I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to 1) ordinary negligence by PSBL and the other Protected Parties or to 2) the inherent risks of PSBL activities, to the greatest extent allowed by law in the State of New York. Further, I, certify that I am the PARENT/LEGAL GUARDIAN of the PARTICIPANT and assert that I have explained the risks of the activity to my child and that each child understands the inherent risks and assumes those risks.

- \*I certify that I am the parent or legal guardian of the above minor and confirm that the information I entered is accurate and true.**
- \*I have read and agree to the terms of the above agreement.**

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**Sign and print your name above** **Date**