

Camp Terms & Conditions/Waiver & Release of Liability

READ BEFORE SIGNING

By signing below, I/we (Parent/Guardian of Participant and Participant) agree to the following terms and conditions of participating in the Camp provided by ABC Baseball Camps, Inc.

1. Medical Condition & Authorization. I certify that the named Participant is physically able to participate in the America's Baseball Camps, Inc. and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program. I also understand that America's Baseball Camps, Inc. will administer no physical examinations and that America's Baseball Camps, Inc. will rely solely upon the information shown on this form. I give permission for Participant to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of America's Baseball Camps, Inc. to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization if necessary.

2. Financial Responsibility & Insurance. I will be financially responsible for any medical attention needed during the Camp or resulting from an injury received at Camp. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to the Camp. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that America's Baseball Camps, Inc. shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury to the named Participant may suffer during Camp participation or related activities.

3. Compliance with Camp Rules. Participant understands and agrees to comply with all of the America's Baseball Camps, Inc. Camp rules, policies and stated and customary terms, conditions or requirements for participation (Camp Rules) including any rules or conditions of any hotel or transportation service provider in which participant uses during the Camp. I/we agree that if you observe any unusual or significant concern in Participant's readiness for participation in the Camp or participant's failure or unwillingness to comply with the Camp Rules, you may, at your sole discretion, will remove participant from the participation and immediately inform the nearest America's Baseball Camps, Inc. official. Also, I/we hereby release and forever discharge America's Baseball Camps, Inc. from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Participant or Participant's disregard or failure to follow Camp Rules.

4. Assumption of Risk of Camp Activities. I understand the risk of injury to Participant from the activities involved in the baseball Camp is significant, including the potential for permanent disability and death. The term "Camp Activities" includes but is not limited to: travel to and from Camp, activities on and off the field, activities before and after field instruction at any hotel or third party facilities at which a Camp activity or function is conducted. While the particular Camp rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist. I/we (Parent/Guardian and Participant) knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of America's Baseball Camps, Inc., and its Coaches, Staff, Camp Management, and Directors and I/we assume full responsibility for participation in Camp by Participant.

5. Release & Hold Harmless. I/we for myself and on behalf of Participant hereby release and hold harmless America's Baseball Camps, Inc., and its Coaches, Staff, Camp Management, Directors, Sponsors, Representatives, volunteers and if applicable the owners and lessors of the premises used to conduct the Camp (Releasees) with respect to any and all injury, disability, death or loss or damage to person or property incident to participant's involvement or participation in any and all Camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

6. Indemnity. I/we, for myself and on behalf of Participant, hereby indemnify and hold all of the above Releasees from any and all liabilities incident to Participant's involvement or participation in any and all Camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

7. Payment: Registration must be paid in full prior to attending Camp. Payment can be made in full at time of registration. Deposits will be accepted at time of registration, for the amount specified on the registration form. Final payment of the balance is due 6 weeks prior to the Camp start date. Parent / legal guardian agrees to have payment in by that time, or ABC will automatically charge the credit card on file. If final payment is not made, no refund will be given on any deposit

8. Cancellation Policy: A full Camp credit will be issued to you if for any reason you must cancel your America's Baseball Camps registration. Credit is good for the current season or following Camp seasons. Cash refunds are granted only if you have purchased Refund Insurance (see below). America's Baseball Camps reserves the right to cancel a Camp for any reason without prior notice. In this case, full refund is given for all monies collected by America's Baseball Camps only. America's Baseball Camps will not be responsible for refunds on airline flights, hotel reservations, or other incidental fees incurred in conjunction with the Camp.

9. Refund Insurance: Refund insurance is not included in the Camp price. Refund insurance, if desired, must be purchased separately at the time of registration. Refund Insurance entitles you to a full refund of Camp fees should you cancel your registration more than 14 days prior to the start of your session. If you cancel within 14 days of your registered session, we will give you a Camp credit for all monies paid, valid for 3 years. Credit with insurance is transferable to family members or friends, and good toward all America's Baseball Camps.

10. Publicity. I understand and agree America's Baseball Camps, Inc. retains the right to use, for publicity and advertising, photographs of Campers taken at Camp

11. Limitation of Liability: I agree that the total liability of America's Baseball Camps, Inc., its affiliates and respective directors, officers, employees, and agents with respect to services performed or to be performed by America's Baseball Camps, Inc., shall not exceed 100% of the compensation received by America's Baseball Camps, Inc., from me pertaining to Participant. The parties agree and acknowledge this Section of the Agreement is a material part of the consideration for the Agreement.

12. Severability. In the event that any provision of these Terms and Conditions, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

13. Governing Law & Jurisdiction. These Terms and Conditions will be governed by the law of the state in which the the Camp is conducted. I/we agree that any action brought under these Terms and Conditions shall be brought in the federal or state courts of Washington. In the event either party commences an action under these Terms and Conditions, the prevailing party shall be entitled to reasonable attorneys fees and costs.

I/WE HAVE READ THESE CAMP TERMS & CONDITIONS AND WAIVER & RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Understanding of Risk. I, Participant, understand the seriousness of the risks involved in participating in this Camp, my personal responsibilities for following the Camp Rules and accept them as a Participant.

Print Name (Parent or Legal Guardian): _____ Signature: _____

Date: _____

Participant Name: _____ Signature: _____

Date: _____

America's Baseball Camps: Terms & Conditions

Medical Authorization/Waiver & Release of Liability

Important: Please bring this completed and signed form to camp.

Camp Location _____ Camp Dates _____

Player's Name _____ Sex _____ Age _____

Parents' Name(s) _____

Address _____ City _____

State _____ Zip Code _____

Daytime Phone _____ Evening Phone _____

Email Address _____

Phone number & contact info (if different) while this player is at camp

Emergency Contact Name* _____

Emergency Contact Phone* _____

Important: Please bring this completed and signed form to camp.

Health & General Medical History

If the player should be restricted from any activity, please explain:

If the player will be taking medication during the camp, please indicate drug and dosage:

Please identify any medical condition or medical history that will/may require special attention:

Emergency Contact/Phone in case the above Contact(s) cannot be reached during Camp.

Name: _____ Phone: _____

Please check any of the following conditions that the apply:

High Blood Pressure Diabetes Asthma

Please check if the player has HAD any of the following:

Pneumonia Chicken Pox Mumps Measles German Measles