

## **WAVIER AND RELEASE OF LIABILITY**

In consideration of being allowed to participate in any way in the MATT DEGGS BASEBALL ACADEMY the undersigned:

1. Agrees that the parent(s), and/or legal guardian(s) will instruct the minor participant that prior to participating he/she should inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, he/she should immediately advise his/her coach or supervisor of such condition and refuse to participate.
2. ACKNOWLEDGES AND FULLY UNDERSTANDS THAT EACH PARTICIPANT WILL BE ENGAGING IN ACTIVITIES THAT INVOLVE RISK OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH AND SEVERE SOCIAL AND ECONOMIC LOSSES WHICH MIGHT RESULT NOT ONLY FROM THEIR OWN ACTIONS, INACTIONS OR NEGLIGENCE, BUT THE ACTION, INACTION OR NEGLIGENCE OF OTHERS, THE RULES OF PLAY, OR THE CONDITION OF THE PREMISES OR OF ANY EQUIPMENT USED. FURTHER, THAT THERE MAY BE OTHER RISKS NOT KNOWN TO US OR NOT REASONABLE FORESEEABLE AT THIS TIME.
3. ASSUMES ALL THE FOREGOING RISK AND ACCEPT PERSONAL RESPONSIBILITY FOR THE DAMAGES FOLLOWING SUCH INJURY, PERMANENT DISABILITY OR DEATH.
4. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE MATT DEGGS BASEBALL ACADEMY, SAM HOUSTON STATE UNIVERSITY, THE TEXAS STATE UNIVERSITY SYSTEM, THE CAMPS AFFILIATED CLUBS, THEIR RESPECTIVE ADMINISTRATORS, DIRECTORS, REGENTS, AGENTS, COACHES, AND OTHER EMPLOYEES OF THE ORGANIZATION, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND IF APPLICABLE, OWNER AND LEASERS OF PREMISES USED TO CONDUCT THE EVENT, ALL OF WHICH ARE HEREINAFTER REFERRED TO AS "RELEASES", FROM ANY AND ALL LIABILITY TO EACH OF THE UNDERSIGNED, HIS OR HER HEIRS AND NEXT OF KIN FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES ON ACCOUNT OF INJURY, INCLUDING DEATH AND DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.
5. YOU THE PARENT(S) AND/OR LEGAL GUARDIAN(S) OF THE PARTICIPANT AGREES THAT THE PARTICIPANT HAS NO MEDICAL CONDITION/PROBLEM(S) THAT WOULD DEEM HIM/HER MEDICALLY UNABLE TO PARTICIPATE IN THE AFORE MENTIONED CAMP NAMED ABOVE.
6. EQUIPMENT: EACH CAMPER MUST BRING HIS/HER OWN BASEBALL EQUIPMENT. PLAYERS SHOULD BRING A GLOVE, CLEATS/SPIKES, RUNNING/TURF SHOES, HAT, AND ANY OTHER EQUIPMENT THEY FEEL NECESSARY TO COMPETE. MARK/LABEL ALL PERSONAL ITEMS. BRING A BAT/GYM BAG TO CARRY ALL MARKED ITEMS. THE MATT DEGGS BASEBALL ACADEMY, SAM HOUSTON STATE UNIVERSITY ARE NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS.

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I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

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PARENT OR GUARDIAN (SIGNATURE/RELATION)

DATE

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PRINTED NAME OR PARENT OR GUARDIAN

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PRINTED NAME OF PARTICIPANT

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ADDRESS OF PARTICIPANT