



## **OFFICIAL WAIVER & RELEASE OF LIABILITY & IDEMNIFICATION FORM**

I, the signed player or the parent or legal guardian of a minor player named on this roster, acknowledge, agree and understand that: 1.) Voluntarily and of my own free will, I elect to participate as a member of the baseball team and league indicated below. 2.) I understand that there are certain risks and hazards involved in participating in baseball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players. Further, I agree that in consideration for right to play as a member of the team designated below and in consideration for permission to play on the field arranged for by the team or league: 1.) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me (a) while practicing or playing as a member of the team so designated, (b) while serving in a nonplaying capacity as a team member or observer during practice or play by other teams or by other players on my team, and (c) while on or upon the premise of any and all of the fields arranged for by my team or league for practice or play. 2.) I release, discharge and agree not to sue the team and/or league designated below or any owner or lessee of fields on which baseball/softball is played or practiced by my team or ITD (In The Dirt Baseball), or their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, field or ITD for any claim, damages, cost or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including, but not limited to the negligence, breach of contract or wrongful conduct of these parties hereby released. I further agree that I shall hold harmless and fully indemnify the parties hereby released from any claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries or death are caused in whole or in part by any of the parties or entities hereby released, I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

Additionally, the risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist; The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease; I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume all full responsibility for my participation; I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE UNITED STATES SPECIALTY SPORTS ASSOCIATION, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING THE SIGNATURE BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

### **PLAYER AFFIDAVIT**

I hereby give permission to ITD and its local associations to use in any and all publications that they may desire, all pictures taken of the undersigned in their publicizing the game of baseball/softball. I hereby subscribe my name in the column for signatures and by doing so certify that I have read this statement and that information supplied on this roster is correct to the best of my knowledge.

### **PARENT/GUARDIAN AFFIDAVIT**

IF PLAYER IS A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN MUST SIGN ROSTER ON PAGE 2. I HEREBY GIVE PERMISSION TO THE TEAM MANAGER, INDICATED BELOW, TO OBTAIN MEDICAL TREATMENT FOR THE MINOR PLAYERS WHICH I AM EITHER PARENT OR LEGAL GUARDIAN; IN THE EVENT THAT I AM NOT AVAILABLE AND MEDICAL TREATMENT IS REQUIRED.

I also hereby give permission to ITD and its local associations to use in any and all publications that they may desire, all pictures taken of the minor player in their publicizing the game of baseball.

### **TEAM MANAGER'S AFFIDAVIT**

I am the manager of the below mentioned team and agree that all the information supplied below is correct to the best of my knowledge and that all the players signed the below in their handwriting and they are eligible to compete with my team.



Manager's Name (Print) \_\_\_\_\_ Manager's Address (Print) \_\_\_\_\_  
Manager's Signature \_\_\_\_\_ City State Zip \_\_\_\_\_  
Mobile Phone \_\_\_\_\_ Email \_\_\_\_\_

### **TOURNAMENT ROSTER**

**Team Name:** \_\_\_\_\_

In consideration of being allowed to participate in any way on the baseball field at 12005 Old Frederick Road also known as Shadow Mountain Acres in connection with all athletic/sports programs, any related events and activities, the under signed:

1. Agree that prior to participating, they each will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their coach or supervisor of such condition(s) and refuse to participate
2. Acknowledge and fully understand 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 actions, inactions or negligence of others, the rules of play, or the condition of the premise or any equipment used. Further, that there may be other risks not known to the undersigned or not reasonably foreseeable at this time.
3. Assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue Tomasini Rental Properties LLC, John and Theresa Tomasini their affiliates, their respective administrators, personal representatives, heirs, successors and or assigns and the directors, 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 "releasees", 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 or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise.



