

# **WAIVER**

## **TOP FLIGHT BASEBALL ACADEMY WAIVER AND RELEASE OF LIABILITY**

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to participate in baseball game activities in conjunction with Top Flight Baseball Academy.

**I AM AWARE THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR DURING BASEBALL GAME ACTIVITIES; AND THAT PARTICIPANTS OCCASIONALLY SUSTAIN SERIOUS PERSONAL INJURY OR DEATH AND /OR PROPERTY DAMAGES, AS A CONSEQUENCE THEREOF.** I understand that included among the dangerous elements of the sport of baseball is the risk of injury as a result of being struck by a batted or thrown ball, a loose bat, or by another player or his/her equipment. Additionally, I understand that there is a risk of injury to ankles, knees and legs while running base paths or pursuing a ball in play. I understand that the ball field cannot be guaranteed to be smooth or free of defects, and that there is a risk of injury as a result of tripping on an unknown hazard in the field. I understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in this sport.

In consideration for being allowed to participate in baseball game activities in conjunction with Top Flight Baseball Academy, I intend to be legally bound, do hereby for myself, my heirs, executors and administrators waive and release any and all rights and claims for damages I may accrue against Top Flight Baseball Academy, its employees, officers or representatives, and all sponsors for any and all injuries that may be suffered by me as a result of my participation in baseball activities.

Further, I will assume my own medical and emergency expenses in the event of an accident or other incapacity or injury resulting from or occurring from my participation. This release is intended to discharge in advance, Top Flight Baseball Academy (including its respective coaches, agents, officials, employees, affiliates, and school districts where facilities are used), and the sponsors from and against any and all liability arising out of or connected in any way with my participation in baseball events; even though the liability may arise out of active or passive negligence, or carelessness on the part of the persons or entities mentioned above.

I further understand fully and agree that the term of this release extends from year to year, covering all periods of time that I participate in baseball activities in conjunction with Top Flight Baseball Academy.

Lastly, I agree to accept and abide by the rules and regulations of Top Flight Baseball Academy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent: \_\_\_\_\_ Date: \_\_\_\_\_