

BURLINGTON TITANS/LITTLE LEAGUE

Athletic Waiver and Release of Liability

Read Before Signing

In consideration of participating in the sport of baseball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Burlington Titans/Little League (hereinafter, "BLL") and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. As the parent, legal guardian or custodian player and/or member of a team competing in the above Tournament (hereinafter referred to as "my child"), I HEREBY ACKNOWLEDGE THAT BASEBALL IS A DANGEROUS SPORT AND THAT THERE ARE DEFINITE RISKS OF PHYSICAL AND/OR MENTAL INJURY THAT ACCOMPANY ANY SUCH GAME, SCRIMMAGE, OR PRACTICE SESSION IN WHICH MY CHILD MAY BE INVOLVED AS A PLAYER.
2. In consideration of the BLL permitting my child to participate as player in this Tournament, I HEREBY AGREE TO INDEMNIFY BLL AND HOLD IT HARMLESS from any claims or lawsuits which MY CHILD OR ANY MEMBER OF MY FAMILY MAY HAVE AGAINST BLL, ITS OFFICERS, DIRECTORS, MEMBERS AND EMPLOYEES, which claim or lawsuit arises either directly or indirectly from my presence or my child's participation in any BLL GAME, SCRIMMAGE, OR PRACTICE SESSION, whether that participation takes the form of active play in the game or acting as a spectator, or simply as a member of the team. Such claims or lawsuits shall include, but are not limited to, physical or mental injuries I or my child may incur as a result of my presence or my child's participation at any of the aforementioned BLL TEAM GAMES, SCRIMMAGES, OR PRACTICE SESSIONS, as well as any losses sustained as the result of personal property which may be lost, stolen, or damaged at any such BLL GAME, SCRIMMAGE or PRACTICE SESSION.
3. I agree to further indemnify and hold harmless any person, entity, municipal corporation, school district, or other governing body, its officers, directors, members and employees, who may own or maintain any baseball field or facility upon which any of the above described activities may take place.
4. I represent that I have adequate insurance to cover any injury or damage my child or I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that my child has no medical or physical condition which could interfere with his/her safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

