

LINCOLN INDOOR BASEBALL PARTICIPANT RELEASE FORM

Lincoln Indoor Baseball recommends all participants obtain a physical examination from their physician prior to participating in any or all programs provided by Lincoln Indoor Baseball, or its affiliates.

The program requires the participant to perform a great deal of physical exertion, including sprints, hand-eye coordination activities, and agility drills. This form of exercise directly affects heart rate, body temperature and respiration, and requires the participant to be in good physical condition. It is up to the participant, or parent/guardian, to ensure that he/she is physically capable and in good mental condition, so as to permit safe participation in the program. Lincoln Indoor Baseball shall have no responsibility, nor liability to confirm the medical condition of a participant. The undersigned recognizes the possible dangers connected with physical activity and competition and it is expressly agreed that participation in the program shall be undertaken at the participant's own risk. In consideration of the undersigned's participation in the program, the undersigned hereby certifies and represents that he/she is in good medical condition and is physically capable of safely participating in the program, and utilizing all exercise equipment, athletic equipment, and training required in the program.

The undersigned hereby releases Brian Rodaway of Lincoln Indoor Baseball, its directors, employees, agents, representatives, coaches, and volunteers, as well as the owners of any facilities in which the program is conducted, on behalf of himself/herself and anyone claiming by, through or under the undersigned, from any and all claims of damage, injury, or death, of any kind, arising out of the undersigned's participation in the program. In addition, the undersigned acknowledges and agrees to indemnify and hold Brian Rodaway and Lincoln Indoor Baseball, harmless from any claims of damage, injury or death arising out of the participation of the undersigned in the program, including injuries caused in whole or in part by the undersigned, or another participant.

Moreover, by this release, the undersigned also intends to fully, completely and forever release, discharge, and absolve Brian Rodaway, Lincoln Indoor Baseball, all of its directors, employees, agents, representatives, coaches, and volunteers, from any active or passive negligence whatsoever. The undersigned further agrees and promises not to sue or exercise any legal rights to seek damages or relief of any nature from Brian Rodaway, Lincoln Indoor Baseball, its directors, employees, agents, representatives, coaches, and volunteers. The undersigned certifies that he/she has read this release and all of the statements contained herein, and further represents that he/she understood its contents and has voluntarily executed this release. The undersigned understands that he/she is giving up valuable rights and is signing this release voluntarily. The undersigned further agrees that no oral representations, statements, or inducements of any kind apart from this written release have been made with regard to the subject matter of this release.

If any scheduled session of the program is postponed or continued for any reason, or if the session is extended, or the participant renews for additional sessions or instruction, the representations and other provisions of the Release Form shall extend to such continued, extended, or renewed sessions.

The undersigned hereby warrants that he/she is over the age of eighteen, is competent to contract in his/her name, and that the undersigned has the authority to grant this consent and release.

Player's Name: _____ **Signature:** _____ **Date:** _____

Parent Name: _____ **Signature:** _____ **Date:** _____

PHOTO RELEASE

My signature below indicates my approval for use of photographs taken of the athlete client listed above by Lincoln Indoor Baseball or staff for use as they see fit. This includes but is not limited to advertisements, brochures, flyers, promotional items, website, and/or media kits. It is understood that there will be no compensation for use of the photograph taken by Lincoln Indoor Baseball.

Signature: _____

Relationship if participant is a minor: _____