

2019 NY GOLD Prospects Tournament 13U/14U/15U
Release, Waiver of Liability, and Indemnity Agreement

-- Coach & Assistant --
(Read Carefully Before Signing)

In consideration of being permitted to participate in the **NY GOLD Prospects Tournament**,

I, the below-named coach or assistant agree, confirm, acknowledge, accept, assume, and consent as follows:

1. I agree to abide by the **NY GOLD Prospects Tournament Rules** and customary terms and conditions regarding playing tournament baseball.
2. I affirm I am in good health and have undergone a medical examination within the last year, and know of no medical reason that would prevent me from safely acting as Coach or Assistant in the **NY GOLD Prospects Tournament**.
3. I acknowledge, appreciate, and agree that the risk of injury from involvement in the **NY GOLD Prospects Tournament** is significant, **including the potential for permanent injury, disability, paralysis, and even death**, and while supervision, rules, equipment, and personal discipline may reduce these risks, the above risks do exist.
4. **I knowingly and freely accept and assume all such risks and dangers, both known and unknown, and responsibility for all losses and/or damages following any such injury, disability, paralysis, death, or other damage, however caused and whether caused in whole or in part by the negligence of the Releasees named below, and I assume full responsibility for my participation in the NY GOLD Prospects Tournament.**
5. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, **HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS AND COVENANT NOT TO SUE** the lessees or owners of each facility used for the **NY GOLD Prospects Tournament (and particularly, the First Bible Baptist Church (G&T Sports Park), Brockport Central School District, Monroe Community College, Monroe Community College Association, Inc., Monroe County, Monroe Community College Foundation, The College at Brockport (SUNY), Town of Brighton, and Town of Parma)**, including their directors, officers, managers, promoters, employees, advertisers, consultants, and agents, **AS WELL AS Team Valle, Inc.**, its directors, officers, coaches, and assistants, and the **NY GOLD Prospects Tournament** organizers, coaches, assistants, sponsors, advertisers, and **AS WELL AS** other players, coaches, and assistants participating in the **NY GOLD Prospects Tournament**, all for the purposes herein referred to as "**Releasees**" **FROM ALL LIABILITY TO THE UNDERSIGNED**, my personal representatives, assigns, executors, heirs and next of kin **FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO MY DEATH OR ANY DAMAGE TO PROPERTY OR PERSON, ARISING OUT OF OR RELATING TO THE NY GOLD Prospects Tournament CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE.**
6. I hereby consent to any emergency medical treatment, as approved by any umpire, coach, or assistant participating in the **NY GOLD Prospects Tournament** in case of injury or illness while participating in the **NY GOLD Prospects Tournament**. I understand this action is necessary to prevent delay in treatment in an emergency. I also expressly acknowledge that any **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.**
7. I agree I will first exhaust my personal insurance coverage as primary as well as my team's insurance coverage as secondary regarding any injury or damage to me, and the **NY GOLD Prospects Tournament** insurance policy will be tertiary. I agree to pay any applicable deductible, and agree that **TEAM VALLE, INC.** is not responsible for any payment beyond that payable by my personal insurance coverage, my team insurance coverage, and the **NY GOLD Prospects Tournament** insurance policy.
8. Photographs of the **Coach or Assistant** or one or more participating teams in the **NY GOLD Prospects Tournament** may be taken and distributed to one or more players participating in the **NY GOLD Prospects Tournament** and their families, or used for news or advertising purposes by the **NY GOLD Prospects Tournament** organizers and/or participating teams. I hereby give permission for the organizers of the **NY GOLD**

Prospects Tournament and/or participating teams to distribute and use any such photos for the purposes stated herein and in any news publication, including but not limited to local newspapers, and any website or Facebook.

9. I agree this Release, Waiver of Liability, and Indemnity Agreement is intended to be as broad as permitted by the laws of the State of New York, and if any portion is held invalid, it is agreed the balance shall continue in full legal force and effect.

I HAVE READ THIS RELEASE, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Team Name: _____ (Please fill in)

Name (Print)	Coach, or Assistant	Age Group (ex. 13U, 14U or 15U)	Cell Phone No.	Signature

Updated: 4-23-19