

2019 NY GOLD Prospects™ Tournament 13U/14U/15U

Release, Waiver of Liability, and Indemnity Agreement

-- Player --

(Read Carefully Before Signing)

In consideration of being permitted to participate in the **NY GOLD Prospects Tournament**, the Parent and/or Guardian of the **Player** named below agree, confirm, and acknowledge:

1. I am a Parent or Guardian with legal responsibility for the **Player**.
2. I agree to abide by, and cause the **Player** to abide by, the **NY GOLD Prospects Tournament Rules** and customary terms and conditions regarding playing tournament baseball.
3. I confirm the **Player** is in good health and has had a recent medical examination within the last year.
4. I will instruct the **Player** that prior to participating in the **NY GOLD Prospects Tournament**, he/she will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, **Player** shall immediately advise the Umpire and refuse to participate. Furthermore, I understand and agree that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and also instruct the **Player** to REFUSE TO PARTICIPATE.
5. I fully understand and acknowledge that:
 - (a) There are risks and dangers associated with participation in and attendance at the **NY GOLD Prospects Tournament**, which could result in **bodily injury, partial and/or total disability, paralysis, and even death**.
 - (b) Social and **economic losses and/or damages**, which could result from such risks and dangers listed above and others, **could be severe**.
 - (c) These risks and dangers may be caused by the intentional action, inaction, or negligence of the **Player**, or the intentional action, inaction, or negligence of others, including, but not limited to, the **Releasees** named below.
 - (d) There may be other risks and dangers not known or that are not reasonably foreseeable at this time.
6. **I knowingly and freely accept and assume all such risks and dangers, both known and unknown, and responsibility for the losses and/or damages following 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 assume full responsibility for the Player's participation in the NY GOLD Prospects Tournament.**
7. **I HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE** the lessees or owners of each facility used by the **Player (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.**, their directors, officers, coaches, and assistants, **AS WELL AS** 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 ANY AND ALL LIABILITY TO THE UNDERSIGNED**, my/our 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 THE DEATH OF THE PLAYER OR ANY DAMAGE TO ANY 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 RELEASEE OR OTHERWISE.**
8. 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. Every effort will be made to contact the Parent/Guardian as quickly as possible, but immediate treatment will be given to **Player**. I also expressly acknowledges that any **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF**

THE RELEASEES.

9. I agree I will first exhaust my personal insurance coverage as primary as well as the team insurance coverage for **Player** as secondary regarding any injury or damage to the **Player**, 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 provided by my personal insurance coverage, the team insurance coverage, and the **NY GOLD Prospects Tournament** insurance policy.

10. Photographs of the **Player** or one or more participating teams in the **NY GOLD Prospects Tournament** may be taken and distributed to the other 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 other 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 page.

11. **EACH OF THE UNDERSIGNED** further expressly agrees 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 that if any portion is held invalid, it is agreed that 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/WE 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)**

Player Name (Print)	Player No.	Parent/Guardian Name (Print)	Cell Phone:	Parent/Guardian Signature

Updated: 4-22-19