

Informed Consent/General Release- Youth Baseball/Softball Participants

**PLEASE READ CAREFULLY AND SIGN BELOW TO INDICATE YOUR
AGREEMENT.**

NOTE: THIS FORM INCLUDES A RELEASE OF LIABILITY.

Since participation in youth sports activities can be dangerous, CLEBURNE SELECT BASEBALL LLC aka & referred to in this document as Cavalry Baseball & Softball requires that all participants (and their adult parent(s) or guardians) to assume all risks associated with youth baseball/softball by signing this general release.

For and in consideration of my child being permitted to participate in **Cavalry Baseball & Softball** youth baseball/softball activities, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for damages for personal injury, permanent disability, death, or property damage which I or my child may have, or which may here after accrue to me or my child, as a result of participation in youth baseball/softball activities during play and while I am at the facility/field while others play or for any other reason. This release is intended to discharge, in advance, **Cavalry Baseball & Softball**, it's officers, employees and agents, and the owners and maintainers of any facility/field used for baseball/softball practice or activities, from any and all liability arising out of or connected in any way with my child's participation in baseball/softball camps/clinic activities, even though that liability may arise out of negligence or carelessness on the part of **Cavalry Baseball & Softball**, its officers, agents or employees, or the owners or maintainers of any facility used by Cavalry Baseball & Softball for baseball/softball practice or activities.

I further understand that serious accidents occasionally occur during youth baseball/softball activities, and that participants occasionally sustain serious personal injuries, death or property damage as a consequence thereof. Knowing the risks, I have voluntarily applied for my child to participate in the activity and thereby agree to assume those risks to release and hold harmless **Cavalry Baseball & Softball**, its officers, employees or agents, or the owners or maintainers of any facility used by the **Cavalry Baseball & Softball** for baseball/softball practice or activities, who (through negligence or carelessness) might otherwise be liable to me or to my child (or my heirs or assigns) for damages.

Player and parent agree that his/her picture may be taken for still photographs, motion pictures, social media sites or television and agrees that all rights in such pictures shall belong solely to the Cavalry Baseball & Softball organization and may be used by the Cavalry Baseball & Softball organization, coaches, instructors, and staff for publicity and related advertising purposes in any manner it desires.

The player and parent agree and understands that Cavalry Baseball & Softball, coaches, instructors, and staff may use the player and parent's name and likeness in advertising and promotional material, and any such use will be made at the sole discretion of the Cavalry Baseball & Softball organization. The player and parent understand that he/she is not entitled to any remuneration, profit-sharing or compensation of any kind for the use of his/her likeness in advertising or promotional material.

The player and parent hereby release and hold harmless the Cavalry Baseball & Softball organization, coaches, instructors, and staff from any reasonable expectation of privacy or confidentiality associated with the images specified above. The player and parent agree to hereby release the Cavalry Baseball & Softball organization, its contractors, its employees, and any third parties involved in the creation or publication of marketing materials, from liability for any claims by me or any third party in connection with my participation.

I further understand and agree that this release, discharge, waiver, and assumption of risk is to be binding on my and my child's heirs, executors, administrators, and assigns.

I further agree to indemnify and to hold harmless Cavalry Baseball & Softball, its officers, employees and agents, or the owners or maintainers of any facility used by Cavalry Baseball & Softball for baseball/softball practices or activities, for any loss, liability damage, cost or expense which may incur as a result of any injury or property damage I or my child may sustain while participating in the activity.

I agree to comply with the program's stated and customary terms and conditions for participation according to Cavalry Baseball & Softball. If I observe any significant change with regards to my child's readiness for participation in the program, I will remove my child from the program immediately.

I have read this Informed Consent/General Release, fully understanding its terms, that I give up substantial rights by signing it, and sign it voluntarily.

Participants Name _____ Parent Signature _____ Date _____

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Cleburne Select Baseball LLC aka Cavalry Baseball / Cavalry Softball athletic programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____