

PARTICIPANT RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in Tim LaVigne Baseball LLC, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for concussions, broken bones, sprains, ligament damage, muscle tears, permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risk of serious injury 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 (as hereafter defined) 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. If however I observe any unusual 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. Governing Law and Jurisdiction. The laws of the Commonwealth of Virginia shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of the Agreement shall be in the courts of the Commonwealth of Virginia.

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 IT FREELY AND VOULUNTARILY WITHOUT ANY INDUCEMENT.

_____ Age: ____ Date Signed: _____

PARTICIPANT’S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

_____ PARENT/GUARDIAN’S SIGNATURE

_____ EMERGENCY PHONE #(s)

Date Signed: _____