

BIG LEAGUE DREAMS SPORTS PARK ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, RELEASE, WAIVER AND INDEMNITY



Tournament Team Form

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK I acknowledge that entering and using the BIG LEAGUE DREAMS SPORTS PARK, including its playing fields, walkways, seating areas, food and beverage facilities and batting cages (collectively the "PARK") carry risks. Flying balls and other objects, sliding into bases (particularly head first), concussions from blows to or affecting the head and batted or thrown balls traveling faster than other players can react all can cause serious injuries. Serious injuries also may occur during games or other activities I or my family may participate in or observe while on the premises, including injuries which may result from the action, inaction or negligence of the Released Parties (defined below), the intentional wrongdoing of others (including other players, for example other players using altered or enhanced bats, or spectators) and acts of God such as lightning and earthquake. The risk to have contact with individuals who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to Covid-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I knowingly and voluntarily assume these and all other risks.

RELEASE AND WAIVER In consideration for the right to use the PARK, I, and on behalf of, as applicable, my minor children, heirs, executors and assigns, intend to and hereby do (a) release Big League Dreams Manteca, LLC and TPR Baseball, Inc and their parent and affiliated entities and the officers, members, managers, owners, directors, contractors, employees, umpires, referees, sponsors, advertisers, volunteers and agents of each of the foregoing entities and the city of Manteca and its elected officials, officers and employees (collectively the "Released Parties") from or with respect to any and all premises or other liability from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid) and for any and all loss of life, bodily injury, property damage and/or other loss I or my minor children may suffer or incur in, about or en route to or from the PARK premises, whether or not any such loss is caused in whole or in part by the action, inaction or negligence of any Released Party, any player or spectator or any act of God; and (b) waive any and all rights I or they may have to make a claim against or to sue any Released Party for any such loss of life, injury, damage or other loss or from any suspension I or they may be issued as provided in the paragraph below.

CONDUCT AND INDEMNITY To create and maintain a safe environment, the PARK and sanctioning national associations have established rules and regulations. I agree to abide by them. I agree that I may be suspended from the PARK for periods up to and including my lifetime for dangerous, abusive, offensive, disruptive or other bad conduct, for any violation of the rules or regulations (including, specifically without limitation, altering or enhancing a bat) or for initiating or threatening litigation. **FURTHER, I AGREE TO INDEMNIFY THE RELEASED PARTIES FROM THE CONSEQUENCES OF ANY SUCH CONDUCT, VIOLATION OR ACTION OF MINE, INCLUDING ATTORNEYS' FEES AND COSTS.**

INSURANCE AND OTHER PROVISIONS I understand that the PARK does not maintain health, medical, accidental injury or disability insurance for the benefit of my family or me and that I will be responsible for the cost of any medical services incurred by or for us unless I or my team obtain(s) my or its own insurance. I acknowledge the PARK is not responsible for theft, lost items, property damage or vandalism. I consent to the use of my image and likeness in Big League Dreams advertising, promotional materials and social media without compensation. I authorize representatives of the PARK to obtain emergency treatment for me or my minor children in the event of illness or injury. I understand it is my responsibility, not the Park's, to supervise my children. If any provision hereof is found to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision. I acknowledge that concussions may be caused by a blow to the head or elsewhere which transmits force to the head. A repeat concussion that occurs before the brain recovers from a previous one can result in permanent brain damage or even death. If I or any child of mine suffers such a blow, I or he/she will discontinue playing and seek medical clearance before playing again. I also acknowledge that the Big League Dreams Concussion Awareness and Safety Recognition publication is posted on www.bigleaguedreams.com.

