

**RELEASE AND WAIVER**

**2016 Antonelli Baseball Tryout**

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IMPORTANT: THIS DOCUMENT CONTAINS A RELEASE AND WAIVER OF POTENTIAL LEGAL CLAIMS FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

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In consideration of my child named below being permitted to participate in activities before, during, or after the 2016 Antonelli Baseball Tryout (the "Tryout") on August 1st, 2016, August 2<sup>nd</sup>, 2016, August 3<sup>rd</sup>, 2016, August 7<sup>th</sup>, 2016, and August 13<sup>th</sup>, 2016, conducted by Antonelli Baseball LLC ("Antonelli Baseball"), to be held at St. John's Prep and Extra Innings, which includes, without limitation, the use of baseball equipment, throwing, hitting and catching baseballs, baseball exercises, drills and coaching, the playing of a baseball game (including batting, running, sliding, and fielding), and other fitness activities, I, on behalf of myself and my child, hereby agree to the following:

1. Assumption of Risk. I understand that my child's participation in the Tryout involves risks of injury (including death) from many causes, including, without limitation, his/her own physical condition and the negligence of other participants in the Tryout, and I, on behalf of myself and/or my child, voluntarily assume and accept those risks. I acknowledge that my child's participation is voluntary and may be terminated by me, my child, Antonelli Baseball, or any representative of Peabody High School or Extra Innings at any time.

2. Release of Liability. I, on behalf of myself and my child, unconditionally release, waive all claims against and covenant not to sue Antonelli Baseball, its managers, coaches, and volunteers (collectively, the "Released Parties") from and for any and all suits, claims and demands of any kind for personal injuries (including death) and/or property damage arising in connection with my child's participation in the Tryout and/or while on the Peabody High School premises or Extra Innings premises in connection with the Tryout, including negligent rescue operations.

3. Physical Condition. I hereby represent that my child is in good health and sound physical condition, and has no physical defects which would or could interfere with my child's performance of the activities in the Tryout. I, on behalf of myself and/or my child, assume all responsibility for obtaining any physical examinations which may be indicated or advisable prior to my child's participation in the Tryout, and release, waive, and discharge the Released Parties from any liability, suits, claims, actions, and demands of any kind whatsoever related to or arising from any decision by me and/or my child not to obtain a physical examination prior to participating in the Tryout.

4. Image Release. Further, I hereby give my permission to Antonelli Baseball, and their designees to take, use, reproduce and publish any and all photographs and videotapes which may be taken of my child immediately before, during or immediately after any Tryout activity, whether such photographs or videotapes are flattering or unflattering, for any purpose whatsoever, without compensation to me or my child. I also acknowledge and agree that Antonelli Baseball will own any and all rights to such photographs and/or videotapes (collectively, "Materials") in perpetuity and that I, on behalf of myself and my child, waive as to Antonelli Baseball, all personal rights and objections to any use made of such Materials.

I have read this Release and Waiver carefully and fully understand its contents. I am aware that this is an agreement not to sue the Released Parties and constitutes a complete release of liability by me and/or my child in favor of the Released Parties. I acknowledge that I am signing this document of my own free will, with full knowledge of the risks that I and/or my child are assuming which include, without limitation, the risk of injury or death regardless of how it arises, and even if it results from the neglect or fault of the Released Parties.

Parent/Legal Guardian (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Parent/Legal Guardian (Printed Name) \_\_\_\_\_ Parent/Legal Guardian Phone Number \_\_\_\_\_

Minor Participant (Printed Name) \_\_\_\_\_ Minor Participant Age \_\_\_\_\_