

WAIVER AND INDEMNIFICATION

NAME OF PARTICIPANT: _____ DATE OF BIRTH: _____

WAIVER: In consideration for PProBASEBALL Academy (hereafter "PProBASEBALL") accepting the enrollment of Participant in a program and/or permitting Participant access to or the use of the property, facilities, parking lot, buildings, fields, equipment, housing, dining areas, and/or services of PProBASEBALL, Participant and his Guardian, on behalf of Participant personally, as well as his heirs, next of kin, personal representatives, assigned and/or unborn child(ren), hereby waive any claims against and covenant not to sue or bring any action against PProBASEBALL, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents, for any claim, demand, or lawsuit whatsoever, including, but not limited to, those that arise from or relate to Participant's own acts, the acts of third persons, the effect of the condition of any property, equipment, or premises, or any acts of PProBASEBALL's own negligence, or the negligence of any PProBASEBALL officer, employee, agent, or anyone else whose conduct may be attributed to PProBASEBALL. Participant and his Guardian agree that this waiver, release from liability, and covenant not to sue specifically includes, but is not limited to, any claims for personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property. Participant and his Guardian further agree that this waiver, release from liability, and covenant not to sue has legal effect throughout Participant's enrollment in any PProBASEBALL program, as well as each and every time PProBASEBALL property or facilities are used by Participant, his, relatives, or family members, and agree that it shall be construed as if Participant and his Guardian acknowledged and attested to it throughout that time and upon each such use.

INDEMNIFICATION: In further consideration for PProBASEBALL accepting the enrollment of Participant in a program and/or permitting Participant access to or the use of the property, facilities, parking lot, buildings, fields, equipment, housing, dining areas, and/or services of PProBASEBALL, Participant and his Parent/Guardian, on behalf of Participant personally, his Parent/Guardian personally, as well as their personal representatives or assigns, hereby contractually agree to defend and indemnify PProBASEBALL its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors, or agents, from any and all claims, demands, lawsuits, or damages, including related costs and attorney fees, brought by any other person or entity for any injuries or any damage to themselves, their property, or to Participant or his property, arising out of the use of any PProBASEBALL service or facility by Participant and/or his guests, relatives or family members. This indemnification agreement specifically includes, but is not limited to, claims, demands, damages, or lawsuits brought by third parties which arise from or relate to any active or passive negligence, intentional conduct, and/or criminal conduct by Participant and/or his guests, relatives, or family members. This indemnification agreement is not limited to activities occurring on a PProBASEBALL premises, but is intended to encompass any and all conduct by Participant and/or his guests, relatives, or family members for which a third party may seek to hold PProBASEBALL its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors, or agents, liable, whether occurring on or off of an PProBASEBALL property, and whether occurring as a result of travel, sport program practices, instruction, or training, participation in horse play, school or social activities, exposure to inclement weather, and/or any other circumstance whatsoever. Participant and his Parent/Guardian further agree that this indemnification agreement has legal effect throughout Participant's enrollment in any PProBASEBALL program, as well as each and every time PProBASEBALL property or facilities are used by Participant, his guests, relatives, or family members, and agree that it shall be construed as if Participant and his Parent/Guardian acknowledged and attested to it throughout that time and upon each such use.

ACKNOWLEDGMENT:

Participant and Parent/Guardian have read this waiver and fully understand its terms. Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as permitted under Puerto Rico law. If any portion is held invalid, the remaining portion of the waiver will continue in full legal force and effect.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if PProBASEBALL uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from PProBASEBALL in a lawsuit for any personal injury, including death, to your child or any property damage that result from the risks that are a natural party of the activity. You have the right to refuse to sign this form, and PProBASEBALL has the right to refuse to let your child participate if you do not sign this form.

Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____
(If Participant is under 18)

Agreement to Participate

ASSUMPTION OF RISKS: Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. PROBASEBALL has facilities for the sport of baseball and related activities such as physical training, running and swimming. Some of these activities involve endurance or strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve contact with equipment, fixed objects (e.g. goal posts), other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussions, or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis, or death. I also understand that the Participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis, or measles. Participant will also be exposed to risks while traveling (such as in vans or airplanes when traveling to and from competitions, social events, or the airport), exposure to large crowds (such as at a big competition, games (MLB, College) or an airport crowd), and exposure to risks related to receipt of treatment for any physical or mental condition.

Participant and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities at PROBASEBALL, (2) understand the demands of those activities relative to the physical condition and skill level of Participant, and (3) appreciate the types of injuries and illnesses and risks related to treatment for any physical or medical condition which may occur as a result of activities that I participate in at PROBASEBALL. Participant and Parent/Guardian hereby assert that participation in a sport program at PRO BASEBALL and use of their facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all related risks.

PUBLICITY RELEASE AND CONSENT: Participant and Parent/Guardian consent to all recording, photographing and filming of Participant (the "Recordings") and each agree that PROBASEBALL can use these Recordings at any time and in any manner without payment to, or additional consent of, Participant or Parent/Guardian and release PROBASEBALL and its licensee from all claims related to use of the Recordings.

ACKNOWLEDGEMENT OF RULES AND STANDARDS OF CONDUCT: I understand that PROBASEBALL has rules and standards of conduct that are set forth in the PROBASEBALL Academy Student-Athlete Handbook. I agree to abide by these rules and standards for the safety of all participants, guests and employees. Campers will be provided with a copy of the rules and standards of conduct upon check-in. Any consequences that come as a result of violating the rules and standards as defined by the Student-Athlete Handbook are at the determination of PROBASEBALL Academy Campus Life. Any dismissal due to a rules and standards **violation will not result in a refund.** I understand that it is my responsibility to verify the School Soft system to keep track of academic qualifications of the participant who I am in charge of.

ACKNOWLEDGMENT OF UNDERSTANDING: Participant and Parent/Guardian have read this agreement to participate and fully understand its terms. Participant and Parent/Guardian acknowledge freely and voluntarily signing the agreement to participate and intend the signatures to signify a complete assumption of the inherent risks of participating in or observing activities at PROBASEBALL to the greatest extent allowed by law in Puerto Rico.

Participant and Parent/Guardian have read this Agreement and fully understand its terms. In signing this Agreement each acknowledges that he is consenting to the Participant's participation at PROBASEBALL Academy (as specified in paragraph one) and acknowledge that each of Participant and Parent/Guardian expressly assumes all inherent risks of PROBASEBALL Academy activities.

He leído y comprendido las condiciones y acepto los acuerdos para participar en PROBASEBALL.
I have read and understood the conditions and I accept the agreements to participate in PROBASEBALL.

Name of Participant (Please Print): _____

Signature of Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____
(If Participant is under 18)