



Notice: By signing this agreement you give up your right to bring legal action or recover compensation or obtain any other remedy for any injury to yourself or your property or for your death however caused arising out of your participation in the **Mo Baseball Academy, LLC**, now or anytime in the future.

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

This Release of Liability and Assumption of Risk is executed on _____, and is a material part of, and is incorporated by reference into the Contract for Services executed by the Client.

1. In consideration for participating in the MO BASEBALL ACADEMY training program (herein referred to as ACTIVITY), sponsored by the MO BASEBALL ACADEMY (herein referred to as SPONSOR), I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** for any all purposes MO BASEBALL ACADEMY LLC, NORTH TAMPA ATHLETIC ASSOCIATION, PASCO COUNTY, HILLSBOROUGH COUNTY and the STATE OF FLORIDA A and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as RELEASEES) **FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH**, that may be sustained by me while participating in such ACTIVITY, whether cause by RELEASEES' negligence or otherwise, or while on the premises owned or leased by RELEASEES. I acknowledge there may be physically strenuous activities. I know of no medical reason why I should not participate.
2. I am fully aware that there are inherent risks involved with ACTIVITY, including but not limited to possible physical injury (including, but not limited to broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion) and loss of life and I choose to voluntarily participate in said ACTIVITY with full knowledge that said ACTIVITY may be hazardous to me and my property. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me as a result of participation in said ACTIVITY, whether supervised or unsupervised. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a

result of or in any way related to my participation in said ACTIVITY, whether caused by RELEASEES' negligence or otherwise.

3. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this ACTIVITY or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.
4. I hereby certify that I am at least 18 years of age and am legally competent to sign this release form. If I am under the age of 18, I have had my legal parent/guardian sign this agreement. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased, and shall be governed by the law of the State of Florida.

I hereby represent that **I HAVE READ THIS RELEASE FORM IN ITS ENTIRELY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY** as my own free act and deed; no oral representations, statement, or inducements apart from this release form have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Participant Printed Name: _____

Participant Signature: _____

Date Signed: _____

Parent or Legal Guardian Signature: _____

(If Participant is under 18 years old)

Witness Printed Name: _____

Witness Printed Name: _____