



## LAFAYETTE ADVANCED BASEBALL CAMPS PARTICIPATION WAIVER & RELEASE

I understand that baseball is a physical sport and that participation in Lafayette Little League, Lafayette Advanced Baseball, Lafayette Advanced Baseball Camps, Lafayette All-Stars, or any baseball program has inherent risks and that protective equipment cannot prevent all injuries a player might receive while participating in baseball. Notwithstanding these risks, I desire to have my son, daughter, or person for whom I serve as a legal guardian (the "Participant") participate in Lafayette Little League, Lafayette Advanced Baseball, Lafayette Advanced Baseball Camps, and/or Lafayette All-Stars including but not limited to any practices, games, tournaments, Little League sanctioned games, games and tournaments that are not affiliated with Little League, camps and instructional events, and any travel to and from any camps or games or tournaments (the "Events"). On behalf of myself, the Participant, my family, heirs, personal representatives, executors, assigns and insurers, in consideration for allowing the Participant to participate in the Events, I hereby assume all risks in any way related to participation in Lafayette Little League, Lafayette Advanced Baseball, Lafayette Advanced Baseball Camps, Lafayette All-Stars and any of the Events. Additionally, on behalf of myself, the Participant, my family, heirs, personal representatives, executors, assigns and insurers, in consideration for allowing the Participant to participate in the Events, I hereby now and forever release, waive, discharge, and covenant not to sue Lafayette Little League ("LLL"); Lafayette Advanced Baseball; Lafayette Advanced Baseball Camps; Lafayette All-Stars; Hoover Baseball; each of LLL's and Lafayette Advanced Baseball's and Lafayette All-Stars' and Hoover Baseball's coaches, managers, volunteers, committees, and members of their Boards of Directors individually; the City of Lafayette; and the Lafayette School District (collectively the "Released Parties") from and of any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions and causes of action whatsoever, of every nature, character and description, known, unknown, discovered, undiscovered, suspected or unsuspected (collectively "Claims") including, but not limited to, all Claims arising out of or in any way related to any of the Released Parties' negligence, any emergency medical care administered, Participant's participation in Lafayette Little League's and/or Lafayette Advanced Baseball and/or and/or Lafayette All-Stars' baseball program, or Participant's participation in any of the Events. I expressly waive the provisions of California Civil Code Section 1542 which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Further, I agree that at all times I will defend, hold harmless, and indemnify each of the Released Parties from and against any and all claims, debts, liabilities, demands, obligations, costs, fees, expenses, actions, causes of action and liabilities of any kind or nature whatsoever (including attorneys' fees) arising out of, or in any way related to (a) Participant's participation in Lafayette Little League's and/or Lafayette Advanced Baseball's and/or and/or Lafayette All-Stars' baseball program; and (b) Participant's participation in any of the Events. I represent and warrant that I have the authority to agree to all terms and conditions herein on behalf of the Participant and I agree to at all times defend, hold harmless, and indemnify each of the Released Parties from and against any and all Claims of any kind or nature whatsoever (including attorneys' fees) arising out of or in any way related to my right to agree to such terms or waive Claims on behalf of the Participant. In case of emergency, I hereby expressly authorize the Participant to be treated by certified emergency personnel (e.g. EMT, First Responder, E.R. Physician, etc).

I acknowledge and agree that Participant's participation may be recorded by pictures, video, and other media and I hereby irrevocably assign, transfer, and grant Lafayette Little League and Lafayette Advanced Baseball and Lafayette All-Stars their agents, successors, contractors, and assigns all right, title, and interest (including all publicity rights) in any and all pictures, photographs, videos, or other images in any format taken of Participant by any of the Released Parties ("Images"). I agree that the Released Parties may, *inter alia*, use, publish, copyright, and distribute the Images for any reason or purpose whatsoever, including, but not limited to, websites, game programs, and any other publicity or advertising media. Nothing in this agreement shall in any way restrict, limit or reduce the Released Parties' rights to use the Images in any manner. I acknowledge that the Released Parties have no obligation to use any of the Images for any purpose and that there will be no compensation of any kind or any other type of payment due in connection with the use of the Images. Finally, I agree that game information related to Participant's participation in games may be included in data on electronic scorekeeping services, such as Gamechanger or other similar products.

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Participant's Printed Name

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Participant's Parent's/Guardian's Signature

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for LLL, Lafayette Advanced Baseball, &  
Lafayette All-Stars

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Parent's/Guardian's Printed Name