Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Baseball is a sport that is played enjoyed by young and old alike. While baseball can be a fun and enjoying sport it combines quick aggressive physical activity, quickly thrown and batted baseball, and at times physical contact with other players. The Desert Vista High School (DVHS) baseball program wants to make sure that all players and parents are fully aware of the various inherent risks involved in such and activity. DBHS feels that it is important that players know that certain risks cannot be eliminated without destroying the game of baseball; that some danger is involved with the sport; and that on occasion, players do suffer injuries. DVHS does not want to frighten players and parent or reduce the enthusiasm for the game, but we fell it is important that you are informed of the nature of the game.

Assumption of Inherent Risks. It is impossible to list all of the inherent risks to the sport of baseball, but some are listed below to give the player and parent a better idea of the risks involved. Minor injuries such as scrapes or bruises, muscle soreness, sunburn, loss of teeth, and sprains are frequent occurrences. More serious injuries such as exposures to extreme heat, broken bones, concussions, cuts, rotator cuff injuries, and joint injuries occasionally occur. Rare catastrophic events such as heat stroke, paralysis, serious internal or head injuries, and death can occur.

These injuries may be caused from sliding into bases; overexertion in the summer heat in Arizona; an unexpected high velocity baseball being batted in close proximity to a pitcher or position player; an unpredictable collision with another player in pursuit of a baseball, excessive throwing over the course of a baseball season, field conditions that may be uneven; collisions with on field batting turtles and fencing; errors in judgment of the coach; and failing to properly use equipment.

I understand that the inherent risks of baseball are serious and that the game is a dangerous activity regardless of the care taken by DVHS and its coaches. I have read the previous paragraph and (1) I know the nature of the game of baseball; (2) I understand the demands of the sport relative to my physical condition and baseball skill level, and (3) I appreciate the potential impact of the types of injuries that may result from playing the game or participating in practices. I hereby assert that my participation at the DVHS facility is voluntary and that I knowingly assume all the inherent risks of the activity.

Waiver of Liability. In consideration of permission to participate in the sport of baseball, this season/camp and on all future dates, I, on behalf of myself, my parents, my heirs, personal representative, or assigns, do hereby release, waive, and discharge DVHS baseball (including its coaches, employees, volunteers, and agencies) from liability from any and all claims resulting from the inherent risks of the sport of baseball or from the ordinary negligence of the DVHS baseball program.

This agreement applies to (1) personal injury (including death) from incidents or illnesses arising from the sport of baseball at DVHS (including, but not limited to, in and around the baseball field, cages, mounds, practice facilities, opposing fields, while batting, during pitching outings, as instruction by coaches is taking place, and all premises including bleachers, the sidewalks, and parking lots); and to (2) any and all claims resulting form the damage to, loss of, or theft of property.

Indemnification. I also agree to hold harmless, defend, and indemnify DVHS (that is, defend and pay any judgment and costs, including investigation costs and attorney’s fees) from any and all claims of mine, my spouse, family members, or others arising from my injury or loss due to my participation in the sport of baseball (including those arising from the inherent risks of baseball or the ordinary negligence of DVHS).

I further agree to hold harmless, defend, and indemnify DVHS (that is, defend and pay any
judgment and costs, including investigation costs and attorney’s fees) against any and all claims of teammates, coaches, volunteers, and others arising from my conduct in the course of my participation in the sports of baseball.

**Relevant Binding Clauses.**

**Covenant Not to Sue.** I covenant not to sue DVHS baseball for any present or future claim arising directly or indirectly from my participation in playing baseball at DVHS. This includes claims resulting from the inherent risks of playing baseball and the ordinary negligence of DVHS.

**Arbitration.** I agree to engage in good faith efforts to mediate any dispute that might arise between me and DVHS baseball. Any agreement reached will be formalized by a written contractual agreement at this time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or relating to the contract shall be submitted to binding arbitration in accordance with the applicable rule of the **American Arbitration Association** then in effect. I further recognize that the issue must be submitted to binding arbitration in __________ County in the State of ___________.

**Venue and Jurisdiction.** Like wise, I agree that if, in spite of the contract, legal action is brought against DVHS baseball regarding a claim, the appropriate trial court for the county of __________ in the State of __________ has the sole and exclusive jurisdiction and that only substantive laws of the State of __________ has the sole and exclusive jurisdiction and that only the substantive laws of the State of __________ shall apply.

**Severability.** I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of __________ and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstand, continue in full legal force and effect.

**Integration Cause.** I affirm that this agreement **supersedes any and all previous oral or written promises or agreement.** I understand that this is the entire agreement between me and DVHS baseball and cannot be modified or changed in any way by representations or statements by any agent, coach, or employee at DVHS. This agreement may only be amended by a written document duly executed by all parties.

**Acknowledgements, Assertions, and Agreements:**

**Health Status-----** I assert that I:
- Do not have asthma, diabetes, anaphylaxis, epilepsy, heart disease, or high blood pressure.
- Have no other medical problems that would contra-indicate participation in the game of baseball.
- Possesses sufficient physical fitness and skill to enable safe participation in plying the game of baseball.

**Emergency Care-----** I authorize, and agree:
- DVHS to administer emergency first aid, CPR, and use an AED when deemed necessary by DVHS.
- DVHS to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by DVHS.
- DVHS to share my medical history with emergency medical personnel when deemed necessary by DVHS.
- To assume all costs of emergency medical care and transportation.

**Rules and Safety Equipment-----** I agree:
- To abide by the rules established by the NFHS and DVHS baseball.
- To inform DVHS immediately if I become aware of player conduct or equipment condition that presents a danger to others or me.
- That I understand the importance of and agree to wear all required equipment at all times while playing baseball.
That DVHS will conduct the activity in good faith and may find it necessary to terminate my participation if the coach judges that I am incapable of safely meeting the rigors of the sport. I accept DVHS’s right to take such actions for the safety of myself and/or other riders.

Acknowledgement of Understanding. I have read this 3 page Participant Agreement --- Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant not to Sue and fully understand its terms. I understand that I am giving up the substantial rights, including my right to sue DVHS baseball for injuries resulting from the inherent risks of playing baseball or the ordinary negligence of DVHS. I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be complete and unconditional release of all liability, including that resulting from the inherent risks of the activity or from the ordinary negligence of DVHS, to the greatest extent allowed by the laws of the State of _____________.

_________________________   __________________   _______
Printed Name of PARTICIPANT  Signature of PARTICIPANT  Date

Emergency Contact: __________________________________________________  ________________
NAME / RELATION  TELEPHONE