

PRE-INJURY WAIVER AND RELEASE OF LIABILITY FORM

In consideration for me or my child being permitted to participate in on field or in stadium activities I agree to the following Pre-Injury Waiver and Release of Liability. I hereby assume all of the risks of participating in this activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability with or without fault.

I acknowledge that this Pre-Injury Waiver and Release of Liability Form will be used by the events holders, sponsors, and organizers of the activity or event in which I or my child may participate.

I WAIVE RELEASE AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities released for me or my child's death, disability, personal injury, property damage, property theft, or actions of any kind which may occur by me or my child participating in the activity. The Florida State League of Professional Baseball Clubs, Inc., a Florida not for Profit Corporation, a member of the National Association of Professional Baseball Leagues, Inc. and all of the Professional Baseball Clubs that are part of that league operating in the State of Florida are hereby covered by this Pre-Injury Waiver and Release of Liability. In addition, all directors, officers, employees, volunteers, representatives and agents are covered by this Pre-Injury Waiver and Release of Liability. The undersigned further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties due to my or my child's participation in the events.

I understand that at this event or related activities, I or my child may be photographed or video recorded. I agree to allow my or my child's photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

This Pre-Injury Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent allowable under Florida Law.

This Agreement shall be governed by the laws of the State of Florida. In the event of any action arising hereunder, venue shall be proper only in the state courts of Volusia County, Florida.

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 THE LEAGUE AND/OR LEAGUE MEMBER TEAMS USE 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 THE LEAGUE AND/OR LEAGUE MEMBER TEAMS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE LEAGUE AND LEAGUE MEMBER TEAMS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I certify that I have read this document, and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

Print Participant's Name	Age Signature (if under 18 years old, Parent or guardian must also sign)	Date