**INDIVIDUAL WAIVER OF LIABILITY AND RELEASE FORM**

Player’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Player’s DOB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s Name (1) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent’s Name (2)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Emergency Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Waiver:** In consideration of being permitted to participate in any way for Riptide Baseball II, Riptide Baseball Academy. I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue** Riptide Baseball Academy/Riptide Baseball II, its officers, employees, or agents from liability **from any and all claims including the negligence of Riptide Baseball Academy/Riptide Baseball II, its officers, employees, and agents,** resulting in personal injury, accidents, or illness (including death), and property loss arising from, but not limited to participation in Riptide Baseball II, Riptide Baseball Academy.

**Assumption of Risks:** Participation in tryouts for Riptide Baseball II/Riptide Baseball Academy carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries, such as scratches, bruises, and sprains to 2) major injuries such as eye injuries or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

 **I have read the previous paragraphs and I know, understand, and appreciate these and other**

 **Risks that are inherent at Riptide Baseball Academy/Riptide Baseball II. I hereby assert that my**

 **Participation is voluntary and that I knowingly assume all such risks.**

**Indemnification:** I also agree to INDEMNIFY AND HOLD Riptide Baseball II, Riptide Baseball Academy, HARMLESS from any and all claims, actions, suits, procedures, coasts, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in Riptide Baseball Acaedmy/Riptide Baseball II and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the state of North Carolina and that if any portion thereof is found invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, **fully understand its terms, and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of my liability** to the greatest extent allowed by law.

In the case of an emergency, and I cannot be reached, I authorize the staff of Riptide Baseball II/Riptide Baseball Academy to obtain whatever medical treatment he/she deems necessary for the welfare of my child. I further understand that I will be financially responsible for all charges/fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance would cover such charges/fees.

**I am the parent/guardian of the minor (participant’s name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I am signing this Release on behalf of said minor.**

**X \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**