

ALABAMA BASEBALL COACHES ASSOCIATION (ALABCA) & Southeastern Underclassmen Shootout (SUS) – VOLUNTARY WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK – For any and all 2022 ALABCA / SUS Events

PLEASE READ THIS “RELEASE” CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IT MUST BE FULLY SIGNED AND SUBMITTED BEFORE YOU ARE ALLOWED TO PARTICIPATE.

I, the undersigned, wish for my child to participate in any of the following 2022 Alabama Baseball Coaches Association (ALABCA) & Southeastern Underclassmen Shootout (SUS) events that I'm paying for his or her registration fee for. The events are the following, yet not limited to: Unsigned High School Senior Showcases, Underclassman Regional Workouts, the JV and Varsity All-Star Events (ASE) held at Troy University, also the Team Alabama Event (TAE) (vs. Southeastern US team's), & the Summer High School Showcase, the Community College Sophomore Workouts and the Southeastern Underclassmen Shootout, any other events that may added in 2022, in consideration for my Child's participation, I hereby agree as follows: All 2022 ALABCA / SUS Events, aka: 2022 Events

I am aware that the 2022 Events involves competition and sometimes physical contact with and against other participants and that there are inherent dangers and risk of injury involved with such activities. The dangers, hazards and risks may arise from my Child's own actions, inactions, or negligence as well as from the actions, inactions or negligence of others, or the condition of the premises. I also acknowledge and understand that there may be other dangers, hazards or risks not presently known or reasonably foreseeable. Participation in the 2022 Events includes travel to and from each event. Therefore, I, for myself and on behalf of my Child, voluntarily accept and assume all risk of injury, loss of life or damage to property arising out of training, preparing, participating and traveling to or from the 2022 Events.

I acknowledge that specialized experience and skills may be necessary to participate in the 2022 Events and I confirm that my Child possess such experience and skills. I understand that physical exercise is required for the 2022 Events. I acknowledge that my Child is currently not suffering from, nor has he/she previously suffered from, any physical and/or mental disability which would preclude him/her from participation in the 2022 Events, that would endanger him/her or others or would interfere with his/her ability to safely participate. I acknowledge and agree that it is the responsibility of me and my Child to determine whether my Child is sufficiently fit and healthy to safely participate in the 2022 Events, and I attest and certify that he/she is sufficiently fit and physically trained.

I hereby release the ALABCA & SUS, it's Board of Directors and Committee Members & General Members, (hereafter "ALABCA"), All the Baseball Facilities listed in the first paragraph above and any staff of those facilities, and the entity known as the 2022 Events and all of its clinic coaches, employees, volunteers and agents (hereafter "Event Operation") from any and all liability as to any right of action that may accrue to my, or my Child's, heirs or representatives, for any injury, contracting of coronavirus or any virus, or loss that I or my Child may suffer while training, preparing, participating and/or traveling to or from the 2022 Events. This agreement is binding on the heirs and assigns of me and my Child. To the extent that my Child engages in activities that are not a part of the 2022 Events and from which he/she may sustain injury or damages, or cause others to be injured or sustain other damage, I understand that the ALABCA & SUS and Event Operation will not be held responsible.

I furthermore release, indemnify and hold harmless the ALABCA & SUS and Event Operation from and against any and all liability, actions, debts, claims and demands of every kind whatsoever, specifically including, but not limited to, any claim for negligence or negligent acts or omissions and any present or future claim, loss or liability for injury to person or property that I or my Child may suffer, for which I or my Child may be liable to any other person, that may or does arise out of my Child's participation in the 2022 Events.

In the event of an accident or serious illness, I hereby authorize representatives of the ALABCA & SUS to obtain medical treatment for my Child. I hereby hold harmless and agree to indemnify the ALABCA & SUS and Event Operation from any claims, causes of action, damages and/or liabilities, arising out of or resulting from said medical treatment. I further agree to accept full responsibility for any and all expenses, including medical expenses that may derive from any injuries that may occur to my Child during his/her participation in the 2022 Events.

This RELEASE shall be governed by and construed under the laws of Alabama. I agree that any claim, action or proceeding relating to this RELEASE, or arising out of any injury, death, damage or loss as a result of my participation, or my child's participation, in any part of the 2022 Events, shall be subject to binding arbitration according to the American arbitration Association rules for Consumer Arbitration.

This RELEASE contains the entire agreement between the parties to this agreement and the terms of this RELEASE are contractual and not a mere recital. The information I have provided is disclosed accurately and truthfully. I have been given ample to read this document and I understand and agree to all of its terms and conditions. I understand that I am giving up substantial rights (including my right to sue), and acknowledge that I am signing this document freely and voluntarily, and intend by my signature to provide a complete and unconditional release of all liability to the greatest extent allowed by law. My signature on this document is intended to bind myself and my Child and the successors, heirs, representatives, administrators, and assigns of myself and my Child.

A \$10 cancellation fee will be charged on all ALABCA and SUS workout & events refund request. Refund request will be honored up until three days after the players scheduled workout or event. Requests must be emailed to: barrydean@alabca.org.

SIGNATURE IS REQUIRED:

Participant's Name _____

Participant's Signature _____

Date _____

Parent/Legal Guardian's Name _____

Parent/Legal Guardian's Signature _____

Date _____

A PARENT OR GUARDIAN MUST SIGN THIS FORM FOR A MINOR UNDER THE AGE OF 19