

## **WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

For and in consideration of **PARTICIPANT'S** registration with Showdown In the Mountains (hereafter, collectively referred to as "SDM") and **PARTICIPANT'S** being allowed to participate in the **SDM** event and member team activities, **PARTICIPANT** or **PARTICIPANT'S** parent(s) or legal guardian(s) on behalf of **PARTICIPANT** (if **PARTICIPANT** is a minor or has a legal guardian) relinquishes and waives any and all claims and causes of action for personal injury, property damage or wrongful death in connection with, relating to or arising from any and all **SDM** events and member activities, wherever and however such personal injuries, property damage, or wrongful death occur. In the language which follows, any reference to a "**PARTICIPANT**" includes the **PARTICIPANT** and any and all of the **PARTICIPANT'S** parent(s) or guardian(s) signing on behalf of such **PARTICIPANT**, and "**SDM Activities**" means any **SDM** events and member team activities.

To the best of his or her knowledge, **PARTICIPANT** acknowledges, understands, has full knowledge of, and assumes all risks inherent in each and all **SDM Activities** and understands that such sports and activities involve risks to **PARTICIPANT**, including possible bodily injury, partial or total disability, paralysis, death and other injuries and damages which may arise therefrom. **PARTICIPANT** further acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of **PARTICIPANT** or negligence of others, including the "**RELEASEES**," identified below; and (b) that there may be risks and dangers in connection with or relating to **SDM Activities** not known or reasonably foreseeable at the present time.

**PARTICIPANT** acknowledges, understands and assumes the risks arising from use of or presence in or at facilities or premises in or at which **SDM Activities** take place.

**PARTICIPANT** further acknowledges, understands and agrees that included within scope of this Agreement are any claims or causes of action (a) arising from the performance or failure to perform maintenance or inspection or to supervise or control such facilities or premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or premises; (c) arising from negligent selection, appointment or retention of any **RELEASEES**; and (d) arising from negligent supervision or instruction of or by any **RELEASEES**.

**PARTICIPANT UNDERSTANDS AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO EXEMPT, WAIVE AND RELEASE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.**

**PARTICIPANT** expressly acknowledges and agrees that the activities at the event in which he or she is participating are dangerous and involve the risk of serious injury and/or death and/or property damage. **PARTICIPANT** further expressly agrees that the foregoing release, waiver, and indemnity provisions are intended to be as broad and inclusive as is permitted by the law of the state in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**"RELEASEES"** mean Showdown in the Mountains, WV Patriot Baseball and Bridgeport Baseball, and each of their respective affiliates and any sponsoring associations, member teams, event hosts, other **PARTICIPANTS**, coaches, officials, sponsors, advertisers, and owners and operators of facilities and premises used for **SDM Activities**, and any and all officers, directors, agents, employees and representatives of any of the foregoing.

**PARTICIPANT** agrees that if any claims or causes of action relating to **PARTICIPANT'S** personal injury or wrongful death or for property damage relating to or arising out of any **SDM Activities** is made or commenced against any **RELEASEES**, **PARTICIPANT** shall defend, indemnify and hold harmless such **RELEASEES** from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorneys' fees and costs and expenses to defend.

**PARTICIPANTS AGREE THAT:**

1. Before participating in a **SDM Activity**, they will inspect the facilities, premises and equipment to be used, and if they believe that anything is unsafe, they will immediately advise their coaches or supervisors of such conditions and refuse to participate.
2. It may be necessary to play games in adverse weather conditions due to the nature of the particular event.

**PARTICIPANT ACKNOWLEDGES THAT HE OR SHE**

**(A) HAS READ THE ABOVE PARAGRAPHS;**

**(B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY RELEASEES WITHOUT REASONABLE VERIFICATION OR INQUIRY;**

**(C) HAS, TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION, BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF SDM ACTIVITIES; AND**

**(D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, SUCH AS THE SDM ACTIVITIES, TO EXIST IN THEIR PRESENT FORM.**

Privacy Statement

Manager to Sign one(1) copy for the Team

X

---