

**ASSUMPTION OF RISK, WAIVER, AND
RELEASE FROM LIABILITY**

In consideration of the use of the property, and/or facility of the Altoona Area Baseball Association, the undersigned agrees as follows:

1. **RISK FACTORS:** The undersigned understands and acknowledges that the use of Altoona Area Baseball Association property and/or facilities involves risks such as, but not limited to, the following which might result from the use of the property or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE OR BODILY INJURY.**
2. **ASSUMPTION OF RISK.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE PROPERTY OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in section 1 above.
3. **RELEASE.** The undersigned **RELEASES** the Altoona Area Baseball Association and any agents and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.
4. **WAIVER.** The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.
5. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the Altoona Area Baseball Association and any agents of each of each against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.
6. **REPRESENTATIVES.** The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.
7. **ACKNOWLEDGMENT.** The undersigned is over the age of 18, has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily.

Print Name: _____

Signature: _____ Date: _____

If under 18:

Parent's Print Name: _____

Parent's Signature: _____ Date: _____