



## RELEASE AND WAIVER OF LIABILITY

This Release and Waiver of Liability (the "Release") sets forth certain terms with respect to Participant's participation in a structured physical exercise/training program and developmental baseball instruction offered by Ben Howze & Georgia Showcase Baseball and is executed in favor of Showcase Baseball Academy, their directors, officers, employees, trainers and agents collectively, "Georgia Showcase Baseball". Participants desires to participant in the Exercise Program and engage in the activities related to being a Participants. Participant understands that the activities may include vigorous physical activity. Participant's signature or that of Participant's parent or guardian below (if Participant is a minor) indicates Participant's acknowledgement and agreement, without duress, to the following terms.

**WAIVER AND RELEASE.** Participant does hereby release and forever discharge and hold harmless Georgia Showcase Baseball and its successors and assigns from any and all liability, claims and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Participant's participation in the Training Program. Participants understands and acknowledges that this Release discharges Showcase Baseball from any liability or claim that the Participant may have against Georgia Showcase Baseball with respect to any injury, illness, or death that result from Participant's participation in the Exercise Training Program, whether caused in whole or in part by Participant's negligence or the negligence of Georgia Showcase Baseball or its officers, director, employees, or agents or otherwise. Participants also understands that Georgia Showcase Baseball does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to health or disability insurance, in the event of injury or illness.

**MEDICAL TREATMENT.** Participant understands that Showcase Baseball has no responsibility to detect factors that may increase illness or injury for Participant and that Participant should consult a physician before beginning the Exercise Training Program. Participant does hereby release and forever discharge Georgia Showcase Baseball from any claim whatsoever that arises or may hereafter arise on account of any first aid, treatment or services rendered in connection with the Participant and that Participant's participation in the Training Program.

**ASSUMPTION OF THE RISK.** Participant understands that there are certain risks of illness, injury or death that are inherent in any program of physical exercise. Common risks include, but ae not limited to, increased pulse and respiration rate, joint stress on weight bearing joints, fatigue, possible blood clotting which may cause fainting, sore and/or pulled muscles, side cramps, charley horse, dehydration, broken bones, and heart failure. Participant further understands that risks can be intensified and become sever in participants with certain high level of risk factors identified as high blood pressure, obesity, diabetes, high fat levels, alcohol use, cigarette use, history of heart disease, and history of joint diseases, especially back and knee disorders.

**INSURANCE.** The Participant understands that Showcase Baseball does not carry or maintain health or disability insurance coverage for any Participant outside of tournament play. *Each Participants is expected and encouraged to obtain his or her own health insurance coverage.*

**PUBLICITY.** The Participant hereby irrevocably grants to Georgia Showcase Baseball, the right and authority to film, videotape photograph and/ or record, in any manner or medium, the Participant, and to use such file, videotape, photography and/or recordings ("Products") in perpetuity, any number of times, for any purpose and in any manner or medium now or hereafter known in connection with the display, distribution, promotion, marketing or sale of Products by any means and through any channels, including, without limitation, in or on any website, marketing, advertising, promotions and packaging relating to Georgia Showcase Baseball.

**OTHER.** Participants expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Georgia participant agrees that in the event that any portion of the Release is held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**IN WITNESS WHEREOF,** Participant has read and voluntarily signed this Release, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

( ) I am Participant's parent/legal guardian, and in that capacity. I have read, understood and agree to this Release.

Print: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_