



WALNUT PONY BASEBALL RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

IN CONSIDERATION of my child being allowed to participate in activities and events offered by Walnut PONY Baseball

1. HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Walnut PONY Baseball or any of its teams, managers, coaches, players, participants, officials, members of its Board of Directors, committee members, facility owners and lessees, sponsors, advertisers, volunteers, employees, agents, and all persons assisting in the conduct of Walnut PONY Baseball activities or events, (all of whom are herein collectively referred to as the "RELEASEES"), FROM ALL LIABILITY FOR ANY AND ALL PRESENT OR FUTURE LOSS OR DAMAGE, AND ANY CLAIMS, DEMANDS, AND CAUSES OF ACTION (hereinafter "LIABILITY") ON ACCOUNT OF ANY PERSONAL INJURY, INCLUDING RESULTING IN DEATH, OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO ANY WALNUT PONY BASEBALL EVENT OR OTHER ACTIVITY; and from any cause whatsoever, including, without limitation, the failure of anyone to enforce rules and regulations, to make inspections, the condition of any portion of the facilities or premises, defective products, any act or omission of the RELEASEES, or any other act WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
2. This release, waiver, discharge, and covenant not to sue also expressly covers all LIABILITY in any way related to my presence, or the presence of my participating child, for any reason at the facilities of Walnut PONY Baseball or on the premises where the Walnut PONY Baseball events and/or activities take place, including as a spectator, and includes transportation to and from the activities and events. This release, waiver, discharge, and covenant not to sue also expressly covers all LIABILITY for personal injuries sustained as a result of NEGLIGENT RESCUE OPERATIONS OR PROCEDURES.
3. HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them FROM ANY LOSSES, DAMAGES, INJURIES, DEBTS, LIABILITIES, EXPENSES (including court costs and attorneys' fees), JUDGMENTS, OR COSTS they may incur due to claims, demands, damages or causes of action brought against the RELEASEES on account of any injury, including but not limited to, death or damage to property, caused or alleged to be caused in whole or in part by the negligence RELEASEES or otherwise arising from or related in any way to any Walnut PONY Baseball event or activity.



4. If despite this release, I, my child, or anyone acting on my or my child's behalf makes a claim against any of the RELEASEES, I AGREE TO INDEMNIFY, AND SAVE AND HOLD HARMLESS THE RELEASEES, and each of them, from ANY LITIGATION EXPENSES, ATTORNEYS' FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE RELEASEES, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE of the RELEASEES or otherwise arising from or related in any way to any Walnut PONY Baseball event or activity.
5. HEREBY AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT extends to all acts of negligence by the RELEASEES and is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this agreement is held to be invalid or overly broad, the entire agreement will not be invalidated; rather, the agreement will be deemed modified so as to be applied to the fullest extent permitted by applicable law.
6. I sign this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT on my own behalf and on behalf of my child. By my signature below, I warrant that I am the parent or legal guardian of the participating child as designated on the corresponding Walnut PONY Baseball Registration and Application, and that I am legally authorized to sign this agreement on behalf of the participating child.
7. THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT shall be binding as to my child, whether signed by one parent or both parents, and shall also be binding as to each signing parent. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHTS OF MY PARTICIPATING CHILD, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I further agree that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.



Player's Name: _____

Date of Birth: _____

PARENT OR LEGAL GUARDIAN SIGNATURE

PARENT OR LEGAL GUARDIAN NAME

DATE:
