

## Participant's Release, Waiver of Liability, Assumption of Risk, Indemnity Agreement and Medical Treatment Consent and Release

RELEASE, WAIVER AND INDEMNIFICATION: In consideration of being permitted to participate in the USA Preps Softball Camp and Tournament (the "USAP Event"), the undersigned participant and the parent(s) or legal guardian(s) of participant, hereby voluntarily agree to release, waive, and relinquish any and all liability, claims, damages, costs, attorney's fees, or cause(s) of action, including personal injury, property damage, or wrongful death, which we have or may have in the future, as a result of damages or injuries relating to the USAP Event, arising out of or incident to any negligent act or omission by USA Preps LLC, its officers, employees, agents, volunteers, co-sponsors, affiliates and subsidiaries of the USAP Event (hereinafter collectively referred to as "USA Preps") (the "Released Parties"). The undersigned, agree that if, despite this release, I or anyone on the participant's behalf makes a claim against any of the above named Released Parties, I will indemnify, save and hold harmless all of the above named Released Parties from any litigation expenses, attorney's fee, loss liability, damages, or costs that may occur as a result of any such claim.

ASSUMPTION OF RISK: The undersigned, understand and agree that, whether as a participant or spectator, there exists risk of harm associated with the USAP Event which may give rise to bodily injury including, but not limited to, partial or total disability, paralysis and death and/or property damage. These risks include, but are not limited to, those hazards associated with strenuous activity, exposure to heat or cold weather, exhaustion, dehydration, broken bones, concussion, torn appendages, dislocations, bruises, cuts, and any other injuries that may result in physical contact with others. The undersigned further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of the USAP Event, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by USA Preps, including all acts of negligence of USA Preps. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/legal guardian(s), the sports facility and related premises, or the negligence of others, including USA Preps its officials, officers, employees, agents, volunteers or co-sponsors and I knowingly and voluntarily assume full responsibility for these risks arising out of or related to the USAP Event.

**PERMISSION TO USE LIKENESS/NAME**: The undersigned hereby grants to USA Preps or anyone authorized by USA Preps, the permission and unlimited right to use, without compensation, participant's likeness and/or name in any form or media throughout the world, present and future, and hereby releases USA Preps from any claim(s) that may arise regarding the use of participant's image or name, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

**MEDICAL TREATMENT CONSENT AND RELEASE**: The undersigned, hereby grants USA Preps permission to authorize medical treatment by a qualified and licensed medical provider including, but not limited to, an MD, EMT, Paramedic, Firefighter, Police Officer, Nurse, Nurse Practitioner, or Physician's Assistant, in an emergency which, in the opinion of the attending provider, may be life threatening, cause disfigurement, physical impairment, or undue discomfort if delayed and agree to assume financial responsibility for any medical expenses directly or indirectly related thereto.

I HAVE READ THIS RELEASE, WAIVER OF LIABILTIY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND MEDICAL TREATMENT CONSENT AND RELEASE, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTITAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED.

Participant's Signature	Participant's Name (Print)	Age	Date Signed
Parent or Legal Guardian Signature (required if Participant is under the age of 18)	Parent or Legal Guardian Name	e (Print)	Date Signed