

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

-- READ BEFORE SIGNING --

In consideration for the permission granted to me, including my children, and/or those in my legal custody, care or supervision, by Texas Javelina Baseball to enter areas of the property for the purpose of participating in baseball games, practices and all other related activities (the "Activities"), I acknowledge, appreciate, and agree, for myself and on behalf of my children, and/or those in my legal custody, care or supervision (collectively "We") as follows:

The Activities I, my children and/or those in legal custody, care or supervision are about to engage in may involve a risk of serious bodily injury, including permanent disability, paralysis, and/or death, which may be caused by our own actions or inactions, the actions or inactions of others participating in the Activities, the conditions in which the Activities take place, and/or the negligence of third-parties or the "Releasees" named below. In addition, I fully understand that there may be other, additional risks either known or unknown to me, or not readily foreseeable at this time;

We knowingly and freely assume all such risks and all responsibility for such risks, both known and unknown, even if arising from the negligence of the Releasees named below, or others, with the exception of any harm caused intentionally or recklessly by the Releasees;

We willingly agree to comply with the stated and customary terms and conditions of participation in the Activities and have elected to participate on a purely voluntary basis;

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE AND DISCHARGE TEXAS JAVELINA BASEBALL, QUATRO BROOKS, KIMBERLY BROOKS, AND THEIR DIRECTORS, OFFICERS, PARTNERS, OFFICIALS, MANAGERS, COACHES, PLAYERS, AGENTS, EMPLOYEES, VOLUNTEERS AND AFFILIATES OF EACH OF THESE ENTITIES, AND ANY OTHER PARTICIPANTS IN THE ACTIVITIES (THE "RELEASEES"), FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES RELATED IN ANY WAY TO ANY INJURY, DISABILITY, DEATH, LOSS, OR DAMAGE TO PERSON OR PROPERTY INCURRED AS A DIRECT OR INDIRECT RESULT OF MY INVOLVEMENT OR PARTICIPATION IN THE ACTIVITIES, INCLUDING THOSE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH THE EXCEPTION OF ANY HARM CAUSED INTENTIONALLY OR RECKLESSLY CASUSED BY THE RELEASEES;

I acknowledge that I have been given the opportunity to bargain for the rights I have agreed to waive herein, and I further acknowledge that I have waived my opportunity to bargain for those rights. I hereby represent that I am a legal adult or that my parent/guardian has completed the required additional form, and I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Participant Signature Below

Date Signed

Date of Birth

_____, 20____

Print Name: _____

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF PARTICIPATION)**

THIS IS TO CERTIFY THAT THE UNDERSIGNED, AS PARENT(S)/GUARDIAN(S) WITH LEGAL RESPONSIBILITY FOR THE PARTICIPANT(S) NAMED HEREIN, DO CONSENT AND AGREE TO HIS/HER (1) PARTICIPATION IN THE ACTIVITIES AND (2) AGREEMENT TO ALL TERMS OF THE RELEASE, AS SET FORTH ABOVE, THE RELEASEES, FOR AND ON BEHALF OF HIM/HERSELF, MYSELF, MY HEIRS, ASSIGNS, AND NEXT OF KIN. I FURTHER AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES, COSTS OF DEFENSE, EXPENSES, INCLUDING ANY AND ALL RELATED CLAIMS BY THIRD PARTIES, (INCLUDING ATTORNEYS' FEES) WITHOUT LIMITATION, AND RELATED IN ANY WAY, THAT MAY BE INCURRED AS A DIRECT OR INDIRECT RESULT OF EACH NAMED MINOR CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE ACTIVITIES AS PROVIDED ABOVE, EVEN IF ARISING FROM THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW, WITH THE EXCEPTION OF ANY HARM CAUSED INTENTIONALLY OR RECKLESSLY BY THE RELEASEES. THE UNDERSIGNED, AS PARENT(S)/GUARDIAN(S) WITH LEGAL RESPONSIBILITY FOR THE MINOR(S) FURTHER REPRESENT THAT I/WE HAVE THE LEGAL RIGHT TO EXECUTE THIS DOCUMENT ON BEHALF OF EACH NAMED MINOR CHILD.

Each Minor's Name (please print): (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Each Minor's DOB: (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Each Minor's Uniform Number: (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Each Parent/Guardian Name (please print): (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Each Parent/Guardian Signature: (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Relationship to Each Minor: (1) _____; (2) _____;

(3) _____; (4) _____; (5) _____

Dated: _____, 20____.

Address:

Emergency Telephone Number:

Witness Signature

_____, 20____.
Date