

B.A.T.S.

Release of Liability Form

I understand that the very nature of the game and/or practice of fast pitch softball is hazardous and risky, including, but not limited to, the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat or bats, running, jumping, stretching, sliding, and diving, and that collisions with other players and with stationary objects, all of which can cause serious injury or death to my child and to other players, fans, or spectators. In addition, I understand that attending practice is also risky for parents, parent-coaches, siblings, friends, or relatives that may be watching, participating, or in the general vicinity of the players.

Further, I agree that in consideration for the right to allow my child to participate as a player/member, and/or my right as a manager/coach of the team designated below, relative to the events scheduled at the Best Athletic Training School (“B.A.T.S.”) an Indoor Training Facility and arranged for by California Breeze Softball (“CBS”). On behalf of my child and/or myself, I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child or myself (a) while practicing at B.A.T.S. as a member of the team so designated, and (b) while serving in a non-playing capacity as team member or observer during practice or other events held at B.A.T.S.

2. In addition to giving my full consent for my child’s participation or my participation, I do hereby waive, release, discharge and agree not to sue the manager of the team designated below, the CBS and its officers, agents, board members, employees, or any other person or entity connected with the team, league, and B.A.T.S., for a claim, damages, costs including attorneys fees, or cause of action which I or my child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by my child from whatever cause including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.

*I further agree on behalf of myself and my child listed below, that I shall hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs including attorneys fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released. I hereby certify that my child is fully capable of participating in the designated sport and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known to coaches and officials of the team, league or CBS. **By signing this document, I acknowledge that A.S.A. does offer insurance issued by Bollinger, but only as a secondary source of coverage. The Bollinger coverage does not apply to individuals without primary insurance coverage.***

