

**AREA CODE BASEBALL Waiver and Release**

**Participant Information:** *First Name:* \_\_\_\_\_ *M.I.* \_\_\_\_\_ *Last Name:* \_\_\_\_\_

*Date of Birth:* \_\_\_\_\_ *Gender (M/F):* \_\_\_\_\_ *Emergency Phone Number:* \_\_\_\_\_

**Name of Event:** AREA CODE GAMES    **Event Date:** AUGUST 4 - 13, 2024    **Event Venue:** BLAIR FIELD & MLBYA

**Please Read Carefully Before Signing - (Adult – 18 years of age or over; Minor – under 18 years of age)**

**NCAA/HIGH SCHOOL ELIGIBILITY** I understand and agree that if I am, or may become, a student-athlete I am responsible for my own eligibility and/or amateur standing. I am aware of, and agree to comply with, all applicable rules, regulations, and bylaws of my state association, the NCAA and of any other governing body ("the Rules"). I understand the consequences of any failure to comply with the Rules, including but not limited to, loss of my eligibility to participate in future athletic contests in any sport.

**ATTENTION HIGH SCHOOL STUDENT ATHLETES:** I further understand that if I miss any portion of school and/or practice to travel to and attend the Event that my eligibility may be at risk and I may be suspended for a portion of my season.

**NAME AND LIKENESS RELEASE**

As a condition of me and (if participating) my minor child or ward (collectively hereinafter referred to as "I, me, my, mine") being permitted to participate in the Event referenced above and any related activities (collectively, the [EVENT]) wherever the Event may occur, I hereby grant permission to Student Sports, LLC., Stack Sports, its respective parent, subsidiary and other affiliated or related companies, event sponsors, its successors and assigns (collectively, the "Distributors") to utilize my appearance, name, voice, and likeness in connection with the Event, publicity for the Event and future editions of the Event, and in connection with the promotion of the Event in any and all manner and media throughout the world in perpetuity. I further grant Distributors the right to photograph and/or videotape me, and/or to accept videos, photographs or other materials that I may submit in connection with the [EVENT], and further to display, use and/or otherwise exploit my name, face, likeness, voice, and appearance, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, television, motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes including, without limitation, publication of the [EVENT] results, without compensation, reservation or limitation. I further authorize distribution by the Distributors of my contact information, including my e-mail address, to third parties for promotional purposes, or for any other purpose whatsoever, without compensation, reservation or limitation. The Distributors are, however, under no obligation to exercise any rights granted herein. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I hereby assign all right, title and interest I may have in any and all media in which any or all of my appearance, name, voice or likeness has been captured in connection with the above to the Distributors, along with full rights of assignability.

**PHYSICAL CONDITION/MEDICAL AUTHORIZATION**

I declare that I am physically fit and have the skill level required to participate in the [EVENT] and/or any such activities. I further authorize medical treatment for me, at my cost, if the need arises.

**EQUIPMENT AND FACILITIES INSPECTION**

I agree that before I participate in any portion of the [EVENT], I will inspect the related facilities and equipment, and will immediately advise the supervisor of the Event of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions observed by me have been remedied.

**ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY**

I understand that I, and each participant in the [EVENT], may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other participants in the [EVENT] and the Released Parties) and from the rules of play, the challenges of the [EVENT] and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. For the purposes hereof, the "Released Parties" are the Distributors, the Event Host referenced above, all [EVENT] sponsors and/or charities, and each of their respective parent, subsidiary, affiliated or related companies and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each of the foregoing entities.

I assume all of the foregoing risks including the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the [EVENT] and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the [EVENT] or my participation therein or attendance thereat. I hereby release, covenant not to sue, and forever discharge and agree to save and hold harmless the Released Parties, and the other participants in the [EVENT], of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness losses, damages, liabilities, claims, actions, damages, costs, or expenses of any kind or nature including, but not limited to, all attorneys' fees and disbursements up through and including any appeal (and whether accruing to me, my heirs or my personal representatives) arising out of, caused or alleged to be caused, in whole or in part, by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party, or in any way connected with my participation in the [EVENT] and/or attendance thereat. I understand that this release and indemnity includes any claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me or my child or ward either before, during or after such participation.

This Waiver and Permission Form shall be governed by the laws of the State of California and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in California, and I specifically waive the right to trial by jury.

**I have read this Waiver and Permission Form, fully understand and agree to its terms, and understand that I am giving up substantial rights by signing it. I sign this Waiver and Permission Form freely and voluntarily, without any inducement or coercion.**

I certify that: I am over the age of majority (18 years of age or older in most states), or I have my parent's or legal guardian's consent as indicated below.

\_\_\_\_\_  
PARTICIPANT SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

**IF THE PARTICIPANT IS A MINOR, THE PARENT OR GUARDIAN MUST READ AND SIGN BELOW:**

I am the parent or legal guardian of the above-named participant, and I agree that the participant may take part in the [EVENT]. I understand that transportation may be provided, and, in the event transportation is provided, I consent to the participant taking the bus, car or other vehicle provided. On behalf of the participant, I hereby irrevocably and unconditionally (1) agree to all of the terms of this Waiver and Permission Form, and (2) authorize Student Sports, LLC., Stack Sports and their respective designates to arrange for any necessary medical treatment for Participant. I also, for myself and on behalf of my heirs, estate, insurers, successors and assigns, hereby fully and forever release and discharge the Released Parties (defined above) from any and all claims or causes of action I may have for damages for personal or bodily injury, disability, death, loss or damage to person or property, whether arising from the negligence of any or all of the Released Parties or otherwise, to the fullest extent permitted by law.

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED

**ADDENDUM RELATING TO CORONAVIRUS/COVID-19 FOR [EVENT] WAIVER**

This Addendum supplements terms and conditions that apply to your registration as parent or guardian ("Parent") on behalf of your athlete who you register as an individual participant (each a "Athlete") for the [EVENT] offered by Student Sports LLC. ("SS"). The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization ("WHO"). COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death. [EVENT] cannot prevent Athlete from becoming exposed to, contracting, or spreading COVID-19 while participating in the event activities. It is not possible to prevent against the presence of the disease. Therefore, if Parent chooses for Athlete to participate in the Activities, there may be an increased risk of Athlete's and Parent's exposure to or contracting or spreading COVID-19.

**ASSUMPTION OF RISK:** Parent has read and understood the above warning concerning COVID-19. Parent hereby chooses to accept the risk of Parent and Athlete contracting COVID-19 in order for Athlete to participate in the event activities. Parent acknowledges that participation at [EVENT] is of such value to Parent or Athlete, that Parent and Athlete accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to have Athlete take part in the event activities.

**WAIVER OF LAWSUIT/LIABILITY:** Parent hereby forever releases and waives Parent's and Athlete's right to bring suit against Student Sports, LLC., Stack Sports and its affiliates and their owners, officers, directors, managers, officials, trustees, agents, employees, sponsors or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to participation in the event activities. Parent understands that this waiver means Parent gives up Parent's and Athlete's right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim Parent or Athlete may have to seek damages, whether known or unknown, foreseen or unforeseen.

By signing this document, Parent agrees that if Parent or Athlete is exposed or infected by COVID-19 during Athlete's participation in the Activities, then Parent may be found by a court of law to have waived Parent's or Athlete's right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

**PARENT HAS CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE PARENT'S AND ATHLETE'S RIGHTS CONCERNING LIABILITY AS DESCRIBED.**

\_\_\_\_\_  
PARENT OR GUARDIAN SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE SIGNED