



Lincoln Park Baseball Academy, LLC

AGREEMENT AND RELEASE OF LIABILITY

In consideration of being allowed to participate in the activities and programs of Lincoln Park Baseball Academy and to use its equipment and machinery in addition to payment of any fee or charge, I do hereby waive, release, and forever discharge Lincoln Park Baseball Academy and its officers, agents, employees, representatives, executors, Lincoln Park Baseball Academy, LLC "LPBA" and all others from any and all responsibilities or liability from injuries or damages resulting from my participation in any activities or my use of equipment or machinery in the above mentioned activities. I do hereby release all of those mentioned and any others acting on their behalf from any responsibility or liability for any injury or damage to myself, including those caused by the negligent act or omission of Lincoln Park Baseball Academy or others acting on its behalf in any way arising out of or connected with my participation in any activities of Lincoln Park Baseball Academy or the use of any equipment at Lincoln Park Baseball Academy.

I understand that the activity of baseball and softball, including the use of equipment, is a potentially hazardous activity. I also understand that fitness activities involve a risk of injury and even death, and that I am voluntarily participating in these activities and using equipment and machinery with knowledge of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation or use of equipment or machinery. I understand and agree that Lincoln Park Baseball Academy, LLC will not provide medical or health insurance for my child, and I will make separate arrangements to secure such insurance coverage if I deem it necessary. I acknowledge that I have either had a physical examination and been given my physician's permission to participate, or that I have decided to participate in activity and use of equipment and machinery without the approval of my physician and do hereby assume all responsibility for my participation and activities, and utilization of equipment and machinery in my activities.

I understand and accept the foregoing release waiver and its conditions. I authorize Lincoln Park Baseball Academy, LLC the right to use all photographs or videos taken of my child or me during private instruction lessons, camps, clinics, classes, etc. for advertising and promotional purposes.

NEW ADDITION, PLEASE NOTE:

In consideration of being allowed to participate in any way at LPBA (Lessons, Classes, Practices, Games, Camps, and other LPBA programs), its related events and activities, I acknowledge, appreciate, and agree that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS LPBA, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

I hereby agree and consent to the following parameters as conditions of participation with LPBA:

I will observe all rules as established by LPBA.

I realize that LPBA and/or LPBA facilities do NOT possess a defibrillator.

By registering, you also agree to receive emails from LPBA.

Print Player Name

Player or Parent signature (if under the age of 18) _____ Date _____

Lincoln Park Baseball Academy, LLC
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