



AGREEMENT TO PARTICIPATE WITH WAIVER and RELEASE OF LIABILITY 2014

DISCLAIMER: THE BOMC/BENEDICTINE UNIVERSITY/WHEATON ACADEMY/TIMOTHY CHRISTIAN / ST CHARLES BOYS BASEBALL / ST CHARLES PARK DISTRICT, TROUT BASEBALL PARK / ELGIN PARK DISTRICT / MOOSEHEART AND ANY AND ALL OTHER FIELDS & FIELD OWNERS/OPERATES AND ANY AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING OR IN ANY OTHER WAY INVOLVED IN THE BOMC TOURNAMENTS ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE BOMC OR ITS AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, THE OWNERS AND LESSORS OF THE PREMISES AND ALL OTHERS WHO ARE INVOLVED.

PLEASE READ:

In consideration of my being allowed to participate in any way in THE BOMC TOURNAMENTS, related events and activities, **I hereby release and covenant not-to-sue THE BOMC**, and any of their employees, instructors or agents, **from any and all present and future claims resulting from ordinary negligence on the part of THE BOMC or others listed** for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction at THE BOMC TOURNAMENTS programs and activities incidental thereto, wherever, whenever or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by me, my family, estate, heirs or assigns. Further, I am aware that baseball is a vigorous team sport at times involving severe cardiovascular stress and violent physical contact. I understand that baseball involves certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I further understand that baseball involves a particularly high risk of ankle, knee, head and neck injury. In addition, I understand that participation at THE BOMC TOURNAMENTS involves activities incidental thereto, including but not limited to, travel to and from the site activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other players. I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. I further agree to indemnify and hold harmless THE BOMC and others listed for any and all claims arising as a result of my engaging in or receiving instruction in THE BOMC TOURNAMENT programs and activities or any activities incidental thereto, wherever, whenever or however the same may occur.

I give THE BOMC or its designee the irrevocable right to take and use my name, picture, likeness, photograph, film, videotape, interviews and/or verbal statement in all forms and media and in all manners for any advertising, promotional, Internet (website, webcasting and broadband broadcasting), TV and/or publicity purposes of THE BOMC TOURNAMENTS. I waive any rights I may have in connection with any use of the material, including any right to inspect or approve the finished use, including any written copy that may be created in connection with such use. I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of ILLINOIS and agree that if any portion is held invalid the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in the state of ILLINOIS.

I, the below; signed, manager of the team shown on this entry form hereby state that the team represented by its roster, is a voluntary participant in this tournament/event. In consideration of this acceptance of our application to participate in said tournament we do hereby release and forever discharge The BOMC / Benedictine University or any of its sponsors, field owners etc., of and from all liabilities, claims, actions and possible causes of action whatsoever that may accrue to us or to our heirs from every and any loss and injury including death that may be sustained by our person or property while, in about, or route into and away from said tournament. AND WHEREAS, the undersigned is aware of the dangerous nature of our undertaking as it relates to loss of life and/or limb; therefore, it is agreed as follows:

That in consideration of being allowed to participate in said tournament, the undersigned team through its manager hereby voluntarily assumes all risks from accident or damage to person or property and hereby releases the Benedictine University & The BOMC AND ALL RELATED TO THE BOMC TOURNAMENTS from every claim, liability, or demand of any kind for on an account of any personal injury or damage of any kind sustained or caused by the negligence of Benedictine University, The BOMC and its sponsors or otherwise.

Managers Name (Printed)

Managers Signature

Date: _____ TEAM NAME: _____

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FOR PARENTS/GUARDIANS OF PLAYERS OF MINORITY AGE (UNDER AGE 18 AT THIS TIME OR REGISTRATION)

I further acknowledge that I fully have reviewed and understand all of the documents and all forms that I have executed to qualify myself and/or my child to participate at ANY THE BOMC TOURNAMENTS. This is to certify that I, as parent/guardian with legal responsibility for this camper/player, have indeed read the above waiver and agreement to participate and agree to his/her release as provided of all the releases and for myself, my heirs, assigns and next of kin, I release and agree to hold harmless the liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, EVEN IF ARISING FROM THEIR ORDINARY NEGLIGENCE, to the fullest extent permitted by the law. I further agree to instruct my/our minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If the minor child does not comply, I will remove my child from participation and bring such to the attention of the nearest THE BOMC official immediately. I further agree, as parent/guardian, that MY SON/DAUGHTER (PLAYER) IS adequately covered by my own personal health or athletic participant liability insurance while at or participating in any of THE BOMC TOURNAMENTS for 2014.

Team Name: _____ **Date:** _____