

FAB 50 BASEBALL LEAGUE WAIVER & RELEASE OF LIABILITY

I hereby agree that I have read and agree to the rules of participation of the Fab 50 Baseball League. By signing this agreement, I release the Fab 50 Baseball League from any liabilities or cost. I fully agree that the terms and conditions of this agreement are binding. In consideration of being allowed to participate in any way in the Fab 50 Baseball League athletic sports program, related events and activities, the participant acknowledges, appreciates, and agrees 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 rules, 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 nearest official immediately; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS THE FAB 50 BASEBALL LEAGUE, their directors, officers, officials, agents, volunteers and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, 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.

TRINITY INTERNATIONAL UNIVERSITY WAIVER

I AM AWARE THAT PARTICIPATING IN THE FUNCTION AND ITS ACTIVITIES INVOLVES THE RISK OF INJURY TO MY PERSON AND PROPERTY. I VOLUNTARILY ASSUME ALL RISKS OF PERSONAL INJURY AND PROPERTY DAMAGE ARISING FROM MY ATTENDANCE AND PARTICIPATION IN THE FUNCTION.

As lawful consideration for being permitted to attend the Function and to participate in its activities, I hereby agree that I, my heirs, legal representatives, and assigns will not make a claim against or sue Trinity International University, its directors, officers, employees or agents for any injury or damage arising from the negligence or other acts, however caused, of Trinity International University or its directors, officers, employees or agents. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to the Lessee. The University retains the right to require the Lessee, or any of its participants, to leave the university premises if the University feels that circumstances warrant such action.

In addition, I hereby release and discharge Trinity International University and its directors, officers, employees or agents from all action, claims, or demands, that I, my heirs, legal representatives, or assigns now have or may hereafter have for injuries or property damage resulting from my attending the Function and participating in its activities. I agree that this release includes injury or damage caused in whole or in part by the negligence of Trinity International University and its related directors, officers, employees, agents or related entities. The Agreement and Release of All Liability does not release Trinity International University or its directors, officers, employees, or agents from liability arising from acts of gross negligence (wanton and willful conduct).

This agreement is for the benefit of Trinity International University and its directors, officers, employees or agents only. Third parties, such as common carriers, hotels, and travel agencies, are not released from their liability for their acts or the acts of their directors, officers, employees, or agents by this agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A COMPLETE RELEASE OF LIABILITY AND A PROMISE NOT TO SUE OR TO MAKE A CLAIM. I AM AWARE THAT IT IS A CONTRACT BETWEEN MYSELF AND TRINITY INTERNATIONAL UNIVERSITY, AND I SIGN IT OF MY OWN FREE WILL.