

Blue Chip Baseball Academy
Liability Waiver and Release

Dear Participant and/or Parent/Natural Guardian,

Please complete this Waiver of Liability prior to admittance into Blue Chip Baseball Academy, LLC (“Blue Chip”). The following waiver is required for anyone participating in Blue Chip activities. Parents are responsible for their child(ren) the entire time they are on Blue Chip’s premises.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BLUE CHIP BASEBALL ACADEMY, LLC, ITS OWNERS, AFFILIATES, INSTRUCTORS, OWNERS, MANAGERS, EMPLOYEES, AND AGENTS USES REASONABLE CARE IN PROVIDING THESE ACTIVITIES, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITIES WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BLUE CHIP BASEBALL ACADEMY, LLC, ITS OWNERS, AFFILIATES, INSTRUCTORS, OWNERS, MANAGERS, EMPLOYEES, AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BLUE CHIP BASEBALL ACADEMY, LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Agreement, Waiver, and Release

I, the undersigned Participant and/or Parent/Natural Guardian, agree to participate, or to allow my minor child(ren) to participate, in the Blue Chip activities.

I understand that baseball and other activities aimed at enhancing your/your minor's baseball skills is a potentially dangerous activity and recognize that there are inherent risks, including but not limited to paralyzing injuries, broken bones, and death. As used in this Waiver, the term "inherent risk" or "dangerous activity" means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of baseball activities and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner. inherent risks include, but are not limited to: (a) the failure by the activity provider to warn the natural guardian or minor child of an inherent risk, and (b) the risk that the minor child or another participant in the activity may act in a negligent or intentional manner and contribute to the injury or death of the minor child.

Acting in my capacity as the natural guardian of my minor child(ren), and as authorized under Section 744.301, Florida Statutes, I hereby waive, release, and discharge any and all claims or causes of action for personal injury, including death, and property damage resulting from an inherent risk in baseball activities, which my minor child(ren) may have, or which may hereafter accrue to my minor child(ren), against Blue Chip, its owners, affiliates, instructors, owners, managers, employees, and agents ("Released Parties").

For adult participants, I hereby waive, release, and discharge the Released Parties from any and all claims for damages for personal injury, death, or property damage which I may have or cause, or which may hereafter accrue to me, as a result of my participation in the baseball activities, including claims arising from the inherent risks of the activity.

This release is intended to discharge in advance the Released Parties from any and all liability arising out of, or connected in any way with, participation in the baseball activities to the extent such liability arises from the inherent risks of the activity. Knowing the inherent risks associated with baseball activities, I hereby assume those risks.

To the extent permitted by law and in consideration for the fees paid to Blue Chip for the baseball activities, I agree to indemnify, defend, and hold harmless the Released Parties from any loss, liability, damage, fee, cost, or expense which they may incur as the result of my or my child(ren)'s actions, from death or injury of me or my child(ren), and from death, injury, or property damage that I or my child(ren) may cause while participating in the baseball activities.

It is further agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns. All instruments executed by a natural guardian for the benefit of the minor child under the powers specified in Section 744.301, Florida Statutes, are binding on the minor child.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE RELEASED PARTIES AND ME, AND I SIGN IT OF MY FREE WILL.

Print (Participant or Parent/Natural Guardian)

Name of Child #1

Signature (Participant or Parent/Natural Guardian)

Name of Child #2

Email: _____ Date: _____