NABA - PARTICIPANT CONTRACT

I participate as a (check one) ☐ Player ☐ Coach ☐ Manager and hereby consent and agree to the following parameters and conditions of participation in the National Adult Baseball Association, Inc. (NABA):

1. I will abide by the rules of the NABA as published by the NABA and further understand the NABA reserves the right to make changes in the rules without prior notification. I understand that NABA, in its sole discretion, reserves the right to refuse any player or team permission to play in any NABA league at any time and without prior notice. I understand that fighting, physical abuse of players, umpires, or spectators, or abusive language directed at players, umpires, or spectators is not tolerated by the NABA.
2. I will not possess or consume any alcoholic beverages or drugs at any time on the playing field, in the dugouts, bleachers, or other areas near or around the playing field, or within one hundred (100) yards of the playing field facility, including, but not limited to, the parking lots of any high school, college or city/county recreation facility.
3. I certify that I am at least 18 years old (28 yrs old within the calendar year for 28&Over, 38 yrs old within the calendar year for 38&Over, 48 yrs old within the calendar year for 48&Over) at the time of my execution of this Contract and understand that I must be able to identify myself with a driver's license or other photo ID at any officially scheduled NABA game upon request, or I will be ineligible to continue in the game. Any substitute for me will enter the game under the rules governing player ejection. I understand that violation of any part of this Contract may result in disciplinary action against myself or my team, including, but not limited to, forfeiture of games, suspension from play, fines, or permanent expulsion from the NABA. I understand that no refund of my share of the team fee or the add-on fee will be due me for any unplayed games for any reason. The terms/provision of this Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
4. **I realize that the total responsibility of any personal injury, accident, illness, disability or death to me or my person while I am participating in any NABA function, including, but not limited to, any NABA mandated or scheduled function, is solely mine. I understand that the NABA provides only secondary medical insurance; and property damage and liability insurance. I realize that I am responsible for the first $500.00 on any property damage or liability claim that may arise due to my actions.**
5. As a Manager of the team set forth below I hereby acknowledge that I have read the Manager's Rulebook & Guidelines (Rulebook) provided to me by the NABA, that I have advised my team of the rules therein and my team understands that they will be held responsible for any violations of these rules. I further agree that it is my responsibility to collect the team fee and turn it over to the league before the start of the season. I am eligible to play as a player in any regularly scheduled game. I further understand that I must maintain a player contract for each player playing on my team, and accept liability for those players who I do not get to complete a contract. I agree that I will submit this Contract to the league prior to any draft and state that I am drafting players for the sole purpose of playing in an NABA league and not for the purpose of entering them in another league within this calendar year. I hereby agree to be personally liable to the NABA, in the amount of $150.00 per player, for each and every player which I direct to another league by my actions or by the actions of those under my control or whom are acting on my behalf.
6. This Agreement and all of its terms and conditions shall be interpreted by and under the laws of the State of Colorado without regard to the principals of conflict of law. Any adjudication of this Agreement shall be under the laws of the State of Colorado and all parties agree to submit to the exclusive jurisdiction of the Courts of the City and County of Denver, State of Colorado.

ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in any way for the National Adult Baseball Association; it's tournaments; it's affiliated leagues; it's related events and activities, the undersigned acknowledges, appreciates, and agrees that: 1) 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, 2) **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, 3) 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, 4) I, myself and on behalf of my heirs, assigns, personal representatives and next of kin, **hereby release and hold harmless** the National Adult Baseball Association, their officers, agents, 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.**

* _____ Player's Signature _____ Date Signed * _____ Manager's Signature as Witness _____ Date Signed

*By placing your signature above, you are hereby agreeing to all terms and conditions as set forth above and in any attachments to same (all of which are included by reference) and become part of this agreement. You further acknowledge to have read and agree to all terms and conditions herein, understand them and certify that all player information provided is accurate and shall be updated within 15 days of any changes.

EACH SECTION BELOW MUST BE COMPLETE - PLEASE PRINT BLOCK LETTERS/NUMBERS

First Name Last Name

Street Address Apt No.

City State Zip Code

Home Phone Date of Birth Social Security Number

Work Phone E-Mail Address

League Name Team Name

Division (Check one) ☐ 18AAA ☐ 18AA ☐ 18A ☐ 18R ☐ 28AA ☐ 28A ☐ 28R ☐ 38AA ☐ 38A ☐ 38R ☐ 48A ☐ 48R ☐ 58R Season (Check One) ☐ Spring ☐ Fall

PLEASE FILL IN THE APPROPRIATE RESPONSES

ALL INFORMATION PROVIDED IS USED SOLELY BY THE NABA FOR MARKETING AND WILL NOT BE SOLD/RELEASED TO OUTSIDE AGENCIES.

A. Marital Status:
- ☐ Single
- ☐ Married
- ☐ Divorced
- ☐ Separated

B. Primary residence; do you:
- ☐ Own a house?
- ☐ Own a townhouse/condo?
- ☐ Rent an apartment?
- ☐ Rent a house?

C. Age of children living at home:
- ☐ None
- ☐ 1-5
- ☐ 6-10
- ☐ 11-14
- ☐ 15-18
- ☐ 19+

D. Occupation:

	You	Spouse
Professional/Technical ……..	☐	☐
Upper Management/Executive …	☐	☐
Middle Management …….	☐	☐
Sales/Marketing ……..	☐	☐
Clerical or Service Worker ……..	☐	☐
Tradesman/Machine OperLaborer	☐	☐
Self Employed/Business Owner...	☐	☐
Homemaker …….	☐	☐
Retired ……..	☐	☐
Student …….	☐	☐

E. Annual family income?
- ☐ Under $15,000
- ☐ $15,000 – $24,999
- ☐ $25,000 – $34,999
- ☐ $35,000 – $44,999
- ☐ $45,000 – $54,999
- ☐ $55,000 – $64,999
- ☐ $65,000 – $69,999
- ☐ $70,000 – $74,999
- ☐ $75,000 – $99,999
- ☐ $100,000 & Over

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(Copies – White: NABA National Office **Yellow:** NABA League President **Pink:** Manager **Goldenrod:** Player-Member**)**