## Rocky Mountain Classic Softball Showcase October 3, 4, & 5<sup>th</sup> Willow Lane Athletic Complex

# Waiver of Liability, Release Assumption of Risk & Indemnity Agreement

For and in consideration of the undersigned participant's registration with Idaho Sports Academy/Idaho Flash ("Organization") and being allowed to participate in events and member activities, participant and the parent(s) or legal guardian(s) of participant waive, release and relinquish any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of participation in organization events, associated sports, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant and/or participant's parent(s) or legal guardian(s) may have are hereby waived, released and relinquished, and participant and participant's parent(s)/guardian(s) do so on behalf of their heirs, executors, administrators and assigns. Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume all risks relating to sports participation and activities incidental thereto, and understand that sports and activities incidental thereto involve risks to participant's and participant's parent('s)/guardian('s) person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/guardian(s)or the negligence of others, including the organization, its affiliates, members, event hosts. other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "releasees"), and include risks arising from the conditions and use of sports facilities and related premises. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Participant and participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of sports facilities and related premises, whether as a participant or a spectator, including without limitation, the risks involved with participating in the Organization's sports activities. Participant and participant's parent(s)/guardian(s) further acknowledge and understand that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said facilities, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. Participant and participant's parent(s)/guardian(s) agree if any claim for personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless from any and all claims or causes of action by whomever or wherever made or

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presented for his/her personal injuries, property damage or wrongful death. Participant and participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of baseball and understand these waivers and releases are necessary to allow the activities of the organization to exist in its present form.

#### **Medical Treatment Release**

As parent/guardian, I do hereby grant Idaho Sports Academy/Idaho Flash and its employees, agents, officers, and assignees permission to authorize treatment of me or my child by a qualified and licensed medical provider; including but not limited to an MD, EMT, Paramedic, Firefighter, Police Officer, Nurse, Nurse Practitioner, Physicians Assistant; in an emergency which, in the opinion of the attending provider, may endanger his/her life, cause disfigurement, physical impairment, or undue discomfort if delayed. This authority is granted only after a reasonable effort has been made to reach me.

#### Likeness Release

I hereby grant permission to Idaho Sports Academy/Idaho Flash the unlimited rights to use my visual likeness in any form or media. I authorize Idaho Sports Academy/Idaho Flash or its affiliates and subsidiaries (hereinafter referred to as "Idaho Sports Academy/Idaho Flash"), or anyone authorized by Idaho Sports Academy/Idaho Flash to use throughout the world and in all present and future editions and media. I release Idaho Sports Academy/Idaho Flash from any claims that may arise regarding the use of my image, including any claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity, or copyright.

	cademy/Idaho Flash webs	and the Terms and Conditions posted site. I am over the age of 18 and fre	
Printed Name	Signature	Date	
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Printed Name	Signature	Date	