

PEAK PERFORMANCE BASEBALL Waiver and Release

I/We, the undersigned parents and/or legal guardians of _____ (hereinafter "participant") wish to have participant engage and take part in this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events. I/We understand that, while he is participating in this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events, he will be using public and/or private facilities where hazards may or do exist and I/we am/are aware of and appreciate the risks that may result.

I/We am/are also aware that accidents may occur during this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events which could result in serious injury or death. Participant is and will be voluntarily participating in this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events with full knowledge, on his and our behalf, of the dangers and potential dangers involved and I/we agree on his behalf to accept all risks of injury or death.

In consideration of the opportunity for participant to engage and take part in this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events, I/we agree to assume all risks and to release, hold harmless and covenant not to sue, whether individually or otherwise, DAVE BAGLEY, PEAK PERFORMANCE BASEBALL and/or any affiliated individuals, and all other persons and entities associated with this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events (hereinafter "releasees"), from and against any and all obligations, debts, claims, losses or liability of any kind that participant may have or sustain arising from or through his participation in this PEAK PERFORMANCE BASEBALL activity/event and any future PEAK PERFORMANCE BASEBALL activities/events, including, but not limited to, physical, psychological or emotional injury or any combination thereof, death, or property damage of any kind, whether caused by negligence or carelessness of releasees (or any of them) or otherwise.

I/We understand and agree that this Waiver and Release is and shall be binding on my/our heirs, executors, assigns and legal representatives of any kind and those of participant.

Photo and Video release:

In connection with participant's engagement in PEAK PERFORMANCE BASEBALL activities/events, I/we consent to the use, sale and/or display of any photographs, videos, reproductions or other likenesses of participant in the promotional and/or other materials of PEAK PERFORMANCE BASEBALL without promise of or expectation of payment or other consideration of any kind. I/We have read the above informed consent, waiver of liability, photo and video release and fully understand its contents. I/We voluntarily agree to the terms and conditions stated above as shown by my/our signature(s) below.

I/We have carefully read this Waiver and Release and fully understand its contents. I/We am/are aware that by signing this Waiver and Release, I/we am/are waiving legal rights and, knowing this, sign it of my/our own free will.

Finally I/we understand that PEAK PERFORMANCE BASEBALL Activities include, but are not necessarily limited to, **Private Instruction, Strength & Agility Training, Group/ Team Instruction**

Printed Name of Parent or Guardian:

Signature of Parent or Guardian:

Printed Name of Participant:

Signature of Participant (if over 18)

Address of Participant:

Age of Participant: _____

Birth Date of Participant: (MM/DD/YY): _____

ATHLETES HEALTH INSURANCE CARRIER

CARRIER: _____ POLICY #: _____

Today's Date (MM/DD/YYYY): _____

(Completed by PEAK PERFORMANCE BASEBALL) Received By: _____

(Completed by PEAK PERFORMANCE BASEBALL) Date: (MM/DD/YY): _____