



**PARENTAL/LEGAL GUARDIAN RELEASE**

**PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.**

**Participant's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Date(s) of Event:** \_\_\_\_\_

In consideration for allowing Participant to take part in the \_\_\_\_\_ event and baseball activities at Vero Beach Sports Village in Vero Beach, Florida (hereinafter referred to as the "Event") on the date specified above, I, for myself and on behalf of Participant, our heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. I acknowledge that Participant is not required to take part in the Event and his/her participation is voluntary and solely for his/her benefit and entertainment. I understand that Participant can withdraw from the Event at any time. Participant will not be compensated by MiLB Vero Beach LLC ("MiLB") for taking part in the Event. I understand and acknowledge that baseball is an action sport and that natural and/or man-made conditions may exist on the surface of the baseball field or in connection with the game of baseball which may present a significant risk of personal injury to Participant. I further understand and acknowledge that Participant's taking part in the Event may require him/her to engage in strenuous and/or potentially dangerous activities. I am not aware of any reason, medical or otherwise, why Participant should not take part in the Event, and **Participant and I are prepared to, and do, hereby accept any and all risks, whether known or unknown to me, of Participant's taking part in the Event, including, without limitation, the risk of being hit by thrown bats or portions thereof and/or thrown and/or batted balls, whether caused by the negligence of the Releasees or otherwise.**
2. **ON MY OWN AND PARTICIPANT'S BEHALF AND ON BEHALF OF OUR HEIRS, EXECUTORS, ADMINISTRATORS, NEXT OF KIN, SUCCESSORS AND ASSIGNS, I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND I COVENANT NOT TO SUE,** MiLB, The National Association of Professional Baseball Leagues, Inc. and its member leagues and clubs, Professional Baseball Promotion Corporation, Professional Baseball Umpire Corporation, the City of Vero Beach, Florida, Indian River County, Florida and each of their respective affiliated and subsidiary entities, directors, shareholders, officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, owners and lessors of premises used to conduct the Event, and all of their successors and assigns ("Releasees"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, lost cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "Claims") which Participant or I may have or hereafter have against the Releasees by reason of any personal injuries that Participant may sustain, and/or loss or damage to property in his/her possession or control, resulting from his/her participation in the Event, and/or any and all risks assumed by participant under this Release.
3. I hereby authorize and grant the right to MiLB and/or anyone authorized by or acting on behalf of MiLB the license, right, permission and consent to collect, use and reuse, copyright, print reproduce, publish, and depict Participant's name, voice, and/or likeness, in any manner that MiLB may deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Event and/or MiLB, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Event and/or MiLB.
4. I HAVE READ THIS RELEASE AND MY SIGNATURE ON THIS FORM CONSTITUTES MY UNDERSTANDING AND AGREEMENT TO ALL THE STATEMENTS ABOVE AND MY UNDERSTANDING THAT BY SIGNING THIS RELEASE I AM GIVING UP PARTICIPANT'S AND MY LEGAL RIGHT TO SUE THE RELEASEES AND/OR TO SEEK COMPENSATION FROM THE RELEASEES FOR ANY INJURIES AND/OR

DAMAGES THAT PARTICIPANT MAY INCUR AS A RESULT OF HIS/HER TAKING PART IN THE EVENT, AND THAT I SIGN THIS RELEASE FREELY AND VOLUNTARILY.

5. This Release shall be governed by and construed in accordance with the laws of the State of Florida.

**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 MiLB VERO BEACH LLC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM MiLB VERO BEACH LLC, THE NATIONAL ASSOCIATION OF PROFESSIONAL BASEBALL LEAGUES, INC. AND THEIR MEMBER LEAGUES AND CLUBS, PROFESSIONAL BASEBALL PROMOTION CORPORATION, PROFESSIONAL BASEBALL UMPIRE CORPORATION, THE CITY OF VERO BEACH, FLORIDA AND INDIAN RIVER COUNTY, FLORIDA 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 ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND MiLB VERO BEACH LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**Dated:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Relationship to Participant:** \_\_\_\_\_

**Participant's Age:** \_\_\_\_\_

IN CASE OF EMERGENCY, PLEASE CONTACT: \_\_\_\_\_

Name Relationship

Phone Number: \_\_\_\_\_