

LATROBE-DERRY OLD TIMERS BASEBALL LEAGUE ("LDOTL")

Informed Consent/General Release

*This is a release of liability. Please read carefully before signing.*

Because participation in sports activities can be dangerous, LDOTL requires that all participants assume all risks associated with baseball by understanding and signing this Informed Consent/General Release.

For and in consideration of being permitted to participate in all of LDOTL's baseball activities, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for damages for personal injury, permanent disability, death, or property damage which I, my spouse or any of my personal representatives may have, or which may hereafter accrue to me or any of them, as a result of my participation in baseball activities during games or practices, or for any other related reason. This release is intended to discharge, in advance, LDOTL, its officers, directors, employees, representatives and agents, as well as the owners and maintainers of any facility used for baseball games, practices or related activities, from any and all liability arising out of or connected in any way with my participation in baseball activities, even though that liability may arise out of negligence or carelessness on the part of LDOTL, its officers, directors, employees, representatives and agents, and/or the owners or maintainers of any facility used by LDOTL for baseball games, practices or related activities.

I further understand and am fully aware that serious accidents and injuries occasionally occur during baseball games, practices and/or related activities, and that participants occasionally sustain serious personal injuries, death or property damage as a consequence thereof. Knowing these risks, I have voluntarily applied to participate and hereby agree to assume those risks and to release and hold harmless LDOTL, its officers, directors, employees, representatives or agents, and/or the owners or maintainers of any facility used by LDOTL for baseball games, practices or related activities, who (through negligence or carelessness) might otherwise be liable to me (or my spouse, heirs, representatives or assigns) for damages of any kind whatsoever, including, but not limited to, personal injury, death or property damage.

I further agree to indemnify and to hold harmless LDOTL, its officers, directors, employees, representatives and agents, and/or the owners or maintainers of any facility used by LDOTL for baseball games, practices or related activities, for any loss, liability, damage, cost or expense which may incur as a result of any personal injury (including death) or property damage I may sustain while participating.

The release, discharge, waiver, assumption of risk and indemnification/hold harmless provisions hereof apply not only to baseball related activities such as games and practices, but also to all other actions, inactions or negligence of others, such negligence including, but not limited to, the condition of the premises, equipment used (on the person or facility), rules of play and all other risks, known and unknown, foreseeable and unforeseeable, and otherwise.

I agree to comply with the stated and customary terms and conditions for participation as required by LDOTL. I believe and represent that I am physically and mentally able to participate in LDOTL games, practices and related activities. If I observe any significant change with regard to any aspect of my readiness for participation, I will remove myself from LDOTL games, practices and/or related activities immediately.

I further understand and agree that this release, discharge, waiver, assumption of risk and indemnification/hold harmless will be fully binding on me and my spouse, heirs, executors, administrators and assigns.

If any clause, sentence, provision or other portion of this Informed Consent/General Release is or becomes illegal, void or unenforceable for any reason, or is held by any court of competent jurisdiction to be so, the remaining provisions shall remain in full force and effect, so that the intent of this Informed Consent/General Release is upheld to the fullest extent possible.

I have read this Informed Consent/General Release, and, fully understanding its terms, explicitly acknowledge that I give up substantial rights by signing it, and hereby sign it voluntarily.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_