

Cruz Baseball Camp 2013
Camp Terms & Conditions/Waiver & Release of Liability

By signing below, I/we (Parent/Guardian of Participant) and Participant agree to the following terms and conditions of participating in the Cruz Baseball Camp provided by Cruz Baseball.

1. **Medical Condition & Authorization.** I certify that the named Participant is physically able to participate in the Cruz Baseball Camp and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program. I also understand that Cruz Baseball will administer no physical examinations and that Cruz Baseball will rely solely upon the information shown on this form. I give permission for Participant to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize directors, coaches, staff and associates of Cruz Baseball to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization if necessary.

2. **Financial Responsibility & Insurance.** I will be financially responsible for any medical attention needed during the Camp or resulting from an injury received at Camp. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to the Camp. My medical insurance shall be the insurance coverage for any medical treatment. I also understand and agree that Cruz Baseball shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury to the named Participant may suffer during Camp participation or related activities.

3. **Compliance with Camp Rules.** Participant understands and agrees to comply with all of the Cruz Baseball rules, policies and stated and customary terms, conditions or requirements for participation (Camp Rules). I/we agree that if Cruz Baseball observes any unusual or significant concern in Participant's readiness for participation in the Camp or participant's failure or unwillingness to comply with the Camp Rules, Cruz Baseball may, at its sole discretion, remove participant from the participation and immediately inform the nearest Cruz Baseball official. Also, I/we hereby release and forever discharge Cruz Baseball, and its staff, from any and all claims, actions, damages, or liabilities (including attorneys' fees and costs), arising from or related to any acts, actions, failures to act by Participant or Participant's disregard or failure to follow Camp Rules.

4. **Release & Hold Harmless.** I/we for myself and on behalf of Participant hereby release and hold harmless Cruz Baseball, and its Coaches, Staff, Camp Management, Directors, Sponsors, Representatives, volunteers and if applicable the owners and lessors of the premises used to conduct the Camp (Releasees) with respect to any and all injury, disability, death or loss or damage to person or property incident to participant's involvement or participation in any and all Camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

5. Indemnity. I/we, for myself and on behalf of Participant, hereby indemnify and hold all of the above Releasees from any and all liabilities incident to Participant's involvement or participation in any and all Camp activities whether arising from the negligence of releases or otherwise, to the fullest extent permitted by law.

6. Payment. Registration must be paid in full prior to attending Camp. Payment can be made in full at time of registration. If final payment is not made, no refund will be given on any deposit. This Camp will go forward rain or shine and no refunds will be given.

7. Publicity. I understand and agree Cruz Baseball retains the right to use, for publicity and advertising, photographs and/or videos of the Participant(s) taken at Camp.

8. Severability. In the event that any provision of these Terms and Conditions, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful or unenforceable, the remainder of these Terms and Conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

I/WE HAVE READ THESE CAMP TERMS & CONDITIONS AND WAIVER & RELEASE OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Understanding of Risk. I, Participant, understand the seriousness of the risks involved in participating in this Camp, my personal responsibilities for following the Camp Rules and accept them as a Participant.

Date: _____

Print Name (Parent or Legal Guardian): _____

Signature: _____

Participant Name: _____