

Cruz Baseball
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 and activities 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. 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 tryout and team practices, games, tournaments, and all Cruz Baseball activities resulting from any injury received by the Participant. I represent that I have provided and maintain adequate health and medical insurance coverage for Participant covering any and all activities related to Cruz Baseball activities. 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 Cruz Baseball participation or related activities.

3. **Compliance with Cruz Baseball 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 (“Cruz Baseball Rules”). I/we agree that if Cruz Baseball observes any unusual or significant concern in Participant’s readiness for participation in the activities or participant’s failure or unwillingness to comply with the Cruz Baseball 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 Cruz Baseball 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, Management, Directors, Sponsors, Representatives, Employees, Volunteers and if applicable the owners and lessors of the premises used to conduct the Cruz Baseball activities (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 Cruz Baseball activities whether arising from the negligence or gross negligence of Releasees 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 Cruz Baseball activities whether arising from the negligence or gross negligence of Releasees or otherwise, to the fullest extent permitted by law.

6. **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 Cruz Baseball activities and

camps. Such photographs and/or videos may be used, but not limited to, Facebook, Twitter, our website, flyers and other promotional materials.

7. 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 CRUZ BASEBALL 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.

Date: _____

Print Name (Parent or Legal Guardian): _____

Parent/Guardian Signature: _____

Participant Name: _____

Cruz Baseball
Medical Authorization/Waiver & Release of Liability

Cruz Baseball

Player's Name _____ Sex _____ Age _____

Parents' Name(s) _____

Address _____ City _____

State _____ Zip Code _____

Daytime Phone _____ Evening Phone _____

Email Address _____

Phone number & contact info (if different) while this player is at Cruz Baseball activities

Emergency Contact Name* _____

Emergency Contact Phone* _____

Health & General Medical History

If the player should be restricted from any activity, please explain:

If the player will be taking medication during the activities, please indicate drug and dosage:

Please identify any medical condition or medical history that will/may require special attention:

Date: _____

Parent's Signature: _____