

**Baltimore County Over 40 Baseball League
and The American Legion Post 38 Assumption
of Risk, Waiver, and Release from Liability**

For the current baseball season, I, the signor below, desire to participate in Baltimore County Over 40 Baseball League (hereinafter "the Club Sports Program" or the "League"). This Assumption of Risk, Waiver, and Release from Liability covers the entirety of my participation in the Club Sports Program, in order to participate in activities associated with the Club Sports Program.

1. **Risk Factors** - I understand and acknowledge that the use or equipment and facilities provided by the league and participation in the Club Sports Program involves risks including, but not limited to the following: risk of property damage, bodily injury, including, but not limited to permanent disability, paralysis, and possibly death. These risks may result from a variety of circumstances including, but not limited to, the use or misuse of the equipment or facilities, from the activity itself, from the acts of myself or others, including the League and its agents or from the unavailability of emergency medical care.

2. **Assumption of Risk** - I am participating in the Club Sports Program at my own free will. I understand that my decision to participate in the Club Sports Program is entirely voluntary. I assume full responsibility

for all risks that may arise out of or result from my participation in the Club Sports Program, including by not limited to those risks described in Section 1, above.

3. **Release, Indemnify, and Defend.** I hereby release, waive, discharge, and hold harmless the League and **American Legion Post 38**, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as "the

Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss arising from or relating to my participation in the Club Sports Program. I also agree to defend, indemnify and hold harmless the Released Parties from and against any Claims arising from or related to my own acts or omissions in connection with my participation in the Club Sports Program.

4. **Prerequisite Skills** - I acknowledge that I have the requisite skills, qualifications, physical ability and training necessary to properly and safely participate in the Club Sport Program. I agree that if I have any questions as to what skills, qualifications, or training is necessary to properly participate in the Club Sports Program, then I shall direct such questions to my own doctors or consultants and not the League.

5. **Waiver** - I hereby waive any protections afforded by any statute or law in *any* jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am releasing unknown future claims.

6. **Payment for Damages** - I agree to pay for any and all damages to any property or Release Party caused by me negligently, willfully or otherwise.

7. **Representatives** - I enter into this agreement for myself, as well as for my heirs, assigns and legal representatives.

8. **Consent for Emergency Treatment** - I consent to medical treatment for emergencies that occur during or are related to my participation in the Club Sports Program where I am unable to consent to such treatment. I understand the provisions of this Assumption of Risk, Waiver, and Release from Liability apply

to any treatment that might be provided to me under this Section, including but not limited to Section 1, Section 2, and Section 3.

9. **Insurance** - I understand that I am solely responsible for any medical, health or personal injury costs relating to my participation in the Club Sports Program. I understand that I am strongly encouraged to have a medical physical examination and purchase health insurance prior to any and all participation in the Club Sports Program.

10. **Jurisdiction** - This Assumption of Risk, Waiver, and Release from Liability shall be governed in all respects by the laws of the State of Maryland. The parties agree to use the State of Maryland for Jurisdiction and the County of Baltimore as the sole and exclusive Venue for *any* disputes between the parties related to this Assumption of Risk, Waiver, and Release from Liability.

11. **Severability** - If any term or provision of this Assumption of Risk, Waiver, and Release from Liability is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Assumption of Risk, Waiver, and Release from Liability, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Assumption of Risk, Waiver, and Release from Liability and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law.

I have read and fully understand this Assumption of Risk, Waiver, and Release from Liability and understand that it relates to surrendering and releasing valuable legal rights. I do so freely and voluntarily.

This wavier will be electronically signed on the online form.

Please return to Over40Baseball.org and complete the next step of registration.