

# EVERGREEN SPORTS CENTER

## ESC Tigers Baseball

### WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Waiver:** In consideration of being permitted to participate in any activity connected with Evergreen Sports programs, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Evergreen Sports, its offices, employees and agents from liability from all claims resulting in personal injury, accidents, or illness (including death), and property loss arising from, but not limited to, said participation in any event in or around Evergreen Sports, except as caused by their intentional, willful or wanton conduct.

**Assumption of Risk:** I acknowledge that my participation in activities is voluntary and carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from: 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, heart attacks and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in any training program. I hereby assert that my participation is voluntary and knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD EVERGREEN SPORTS, HARMLESS its officers, directors, employees, paid and not paid from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in any event connected with Evergreen Sports and will reimburse Evergreen Sports for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumptions of risk and indemnity agreement, fully understand its terms, have been given an opportunity to consult with counsel, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this agreement freely and voluntarily, and intend by my signature to be a release of liability to the greatest extent permitted by law.

---

Printed Name of Player

---

Today's Date

---

Printed Name of Parent/Guardian

---

Today's Date

### **Additional Player Details**

---

Home Address

---

City, State, Zip

---

Player Cell Phone / email Address

---

Parent Cell Phone / email Address

---

Player Primary Position

---

Bats / Throws

---

Player Height / Weight

---

High School