

**WAIVER & RELEASE OF LIABILITY FOR
MASSARELLI BASEBALL SCHOOL, INC. (MINOR CHILD)**

I hereby certify that I am the adult parent or guardian of _____, (the "Minor Child") a minor child under the age of eighteen years, and I consent to his/her participation in the Massarelli Baseball School, Inc. (the "Baseball School") allowing him/her to participate on the Massarelli Summer Baseball Team (the "Team"), owned and operated by the Baseball School, and located at 1565 Massillon Rd., Akron, Ohio, 44312. I hereby acknowledge, stipulate and agree as follows:

1. I may not and shall not allow my Minor Child to participate on the Team unless and until this Waiver & Release of Liability ("Waiver") has been signed by me and returned to the Baseball School.
2. My Minor Child is physically sound and I have medical approval to allow my Minor Child to participate on the Team and my Minor Child has no physical conditions that would be aggravated by his/her participation on the Team.
3. I fully understand, appreciate, and am aware of the serious consequences inherent in and/or which might result from my Minor Child's participation on the Team and/or any activities incidental thereto (collectively "Activities"), and, based on that understanding, I voluntarily assume any and all risk of loss, damage or injury of any kind whatsoever therefrom.
4. I hereby voluntarily forever release, waive, relinquish, discharge, and covenant not to sue the Baseball School and their respective managers, officers, directors, employees, agents and affiliates (collectively "Releasees") from and against any and all actions, claims, costs, expenses, losses, damages, or demands by or for my Minor Child, myself and my personal representatives, assigns, heirs, executors, administrators, next of kin, and insurers, with respect to personal injury, including death, property damage, or any other claim, howsoever caused, which may arise out of, or is alleged to have arisen from, in whole or in part, my Minor Child's participation on the Team and/or participation in Activities, notwithstanding that the same may have been contributed to by the negligence of any one or more of the Releasees.
5. If, despite this Waiver, I make, or anyone on my Minor Child's behalf makes, a claim against any of the Releasees, I agree to indemnify, defend, and save and hold harmless the Releasees, and each of them, from any litigation expense, attorney fees, loss, liability, damage or cost such Releasees may incur due to the claim made against them.
6. I shall be responsible for and shall reimburse the Baseball School for all costs and expenses incurred by the Baseball School in connection with the enforcement of the terms and conditions of this Waiver and/or damages recoverable hereunder, including reasonable attorneys' fees.
7. I acknowledge and agree that any provision of this Waiver that conflicts with any statute or rule of law in any jurisdictions wherein it may be sought to be enforced, or that is otherwise deemed to be invalid and/or unenforceable, shall not operate to invalidate the remaining provisions hereof.

