



## **BIG LEAGUE DREAMS (park) SPORTS PARK ACKNOWLEDGEMENT OF RISK, RELEASE AND WAIVER 2016 (TOURNAMENTS)**

I acknowledge that entering and using the BIG LEAGUE DREAMS SPORTS PARK (the "PARK") carry risks. Flying balls and other objects can cause serious injuries. Serious injuries also may occur during games or other activities I or my family or guests may participate in or observe while on the premises, including injuries which may result from the action, inaction, intentional wrongdoing or negligence of others.

I knowingly and voluntarily assume these and all other risks. I understand that the PARK does not maintain health, medical or disability insurance for my benefit or the benefit of my family and that I will be responsible for the cost of any medical services incurred by or for us unless I obtain my own insurance.

To create and maintain a safe, family environment at the PARK, the PARK has established rules and regulations. I agree to abide by all such rules and regulations. I understand and agree that I may be suspended from the PARK for dangerous, violent, abusive, offensive, disruptive or other comparable conduct or for any violation of the rules or regulations and agree to indemnify the Released Parties (defined below) from the consequences of any such conduct or violation, including attorneys' fees and costs.

In consideration for the right to use the PARK, I, and on behalf of, as applicable, my minor children, heirs, personal representatives and assigns, hereby (a) release Big League Dreams (Manteca) LLC and all of its parent and affiliated entities; the City of (City); and the officers, members, directors, contractors, employees, elected officials, umpires, referees, sponsors, advertisers, volunteers and agents of any of the foregoing (collectively the "Released Parties") from or with respect to any and all premises or other liability, from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid), for any and all loss of life, bodily injury, property damage and/or other loss I or my minor children may suffer or incur in, about or en route to or from the PARK premises and (b) waive any and all rights I or they may have to make a claim against or to sue any Released Party for any such loss of life, injury, damage or other loss or from any suspension I or they may be issued as provided above.

I acknowledge the PARK is not responsible for theft, lost items, property damage or vandalism. I consent to the use of my image and likeness in Big League Dreams advertising and promotional materials without compensation. I authorize representatives of the PARK to obtain emergency treatment for me or my minor children in the event of illness or injury.

I agree that any action brought by me, or anyone on behalf of me or my minor children, against any of the Released Parties shall be subject to binding arbitration under the rules of the American Arbitration Association in the county in which the PARK is located. If any provision hereof is found to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision.

**TOURNAMENT SPECIAL PROVISIONS:** Each participant in the NCSSA Hall of Fame Tournament to be held at the Big League Dreams Sports Park on March 3-4 and August 11 – 14, 2016 acknowledges that the bat the tournament organizers have selected for use does not meet the recommended specifications of USSSA. As a result, balls may come off the bats faster than pitchers and other defensive players can react and serious injury may occur. By signing this Acknowledgement of Risk, Release and Waiver form, each participant specifically acknowledges that he or she has been advised of this risk and that notwithstanding such risks he or she wishes to play with the bats selected and be subject to all of the above terms and conditions in the event any injury occurs anywhere on the premises.

**SIGNATURE PAGE ON REVERSE SIDE**

