



AMERICA'S BASEBALL CAMPS WAIVER/TERMS & CONDITIONS



I, the parent or legal guardian of _____ (the "Player"), give permission for the Player to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize the directors, coaches, staff and associates of America's Baseball Camps, Inc. to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization if necessary. I certify that the Player is physically able to participate in the America's Baseball Camps, Inc. 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 America's Baseball Camps, Inc. will administer no physical examinations and that America's Baseball Camps, Inc. will rely solely upon the information shown on this form. I hereby waive and release America's Baseball Camps, Inc., and its Coaches, Staff, Camp Management, Directors, Sponsors and Representatives from any liability for any injury or illness incurred while at camp.

I UNDERSTAND THAT THERE IS RISK OF INJURY TO THE PLAYER AS A RESULT OF CAMP ACTIVITIES, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF SUCH INJURY. CAMP ACTIVITIES INCLUDE ANY TRAVEL, MEAL, LODGING, OR ASSOCIATION WITH THE CAMP.

I will be financially responsible for any medical attention needed during the camp or resulting from an injury received at camp. My medical insurance shall be the insurance coverage for any medical treatment. I further understand America's Baseball Camps, Inc. retains the right to use, for publicity and advertising, photographs of campers taken at camp. I also understand and agree that America's Baseball Camps, Inc. shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury to the Player may suffer during participation in open swim. I hereby waive and release any and all rights and claims for damages Player may suffer from, or in any connection with, Player participation in open swim is at their own risk. Player must follow all posted rules at the pool and understand that swimming is at the risk of Player.

PAYMENT: Registration must be paid in full prior to attending camp. Payment can be made in full at time of registration. Deposits will be accepted at time of registration, for the amount specified on the registration form. Final payment of the balance is due 6 weeks prior to the camp start date. Parent/legal guardian agrees to have payment in by that time, or ABC will automatically charge the credit card on file. If final payment is not made, no refund will be given on any deposit.

CANCELLATION POLICY: A full camp credit will be issued to you if for any reason you must cancel your America's Baseball Camps registration. Credit is good for the current season or following camp seasons. Cash refunds are granted **only if you have purchased Refund Insurance** (see below). America's Baseball Camps reserves the right to cancel a camp for any reason without prior notice. In this case, full refund is given for all monies collected by America's Baseball Camps only. America's Baseball Camps will not be responsible for refunds on airline flights, hotel reservations, or other incidental fees incurred in conjunction with the camp.

REFUND INSURANCE: Refund insurance is not included in the camp price. Refund insurance, if desired, must be purchased separately at the time of registration. Refund Insurance entitles you to a full refund of camp fees should you cancel your registration more than 14 days prior to the start of your session. If you cancel within 14 days of your registered session, we will give you a camp credit for all monies paid, **valid for 3 years**. Credit with insurance is transferable to family members or friends, and good toward all America's Baseball Camps.

LIMITATION OF LIABILITY. I agree that the total cumulative liability of America's Baseball Camps, Inc., its affiliates and respective directors, officers, employees, and agents with respect to services performed or to be performed by America's Baseball Camps, Inc., whether for breach of contract, contribution, tort or other theory of liability, shall not exceed 100% of the compensation received by America's Baseball Camps, Inc., from me pertaining to Player. The parties agree and acknowledge this Section of the Agreement is a material part of the consideration for the Agreement.

PLAYER'S RELEASE OF LIABILITY. I agree to hereby release, forever discharge America's Baseball Camps, Inc. from any and all claims, debts, costs, obligations, promises, acts, agreements, actions and causes of action, demands, damages, counterclaims, set-off, or liabilities (including attorneys' fees and costs), whether past, present, or future, arising from or related to any acts, actions, failures to act, or to any of the matters relating to an injury or other liability resulting from my or Player's disregard or failure to follow America's Baseball Camps, Inc. rules and etiquette.

PLAYER'S WAIVER OF GENERAL RELEASE. I, on my own behalf and on behalf of any and all of my guardians, successors, heirs and assigns, expressly waives any and all rights he may have under California Civil Code Section 1542 relating to or arising out of my or my child's disregard or failure to follow America's Baseball Camps, Inc. rules and etiquette. Section 1542 of the Civil Code of the State of California. Section 1542 provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

PLAYER'S INDEMNIFICATION OF INSTRUCTOR. I agree to indemnify and hold America's Baseball Camps, Inc. its affiliates and respective directors, officers, employees, and agents harmless from any action arising out of my or the Player's failure to follow America's Baseball Camps, Inc. rules and etiquette, including all judgments, attorneys' fees and costs, incurred by America's Baseball Camps, Inc.

Parent or Legal Guardian:

Print Name: _____

Signature: _____ **Date:** _____

CAMPER RESPONSIBILITIES: America's Baseball Camp's is interested in making the Player's camp experience safe, happy and rewarding. For this reason we hold high expectations for Player behavior. Players must agree to comply with the rules and standards of America's Baseball Camps, and to be a positive influence in the camping program. Players and their parents/guardians must understand that dismissal from camp could happen without tuition refund, if behavior or attitude is unacceptable as determined by the Camp Director.

We agree to comply with these financial terms and abide by the rules of America's Baseball Camps.

Parent/Guardian Signature

Player Signature