

Welcome to BAAD Baseball!

Thank you for your interest in our community youth baseball program.

What follows is our Participation Authorization, Disclaimer, Release and Waiver Agreement. It is a lengthy document that spells out a number of important understandings about our program, including:

- Emergency authorizations
- Injury and illness disclaimers and waivers
- Photograph and media licenses and waivers
- Liability releases

Please read the document carefully and then complete, sign and return a copy to us so that your player can participate in the BAAD program.

We look forward to working with your player.

Sincerely,

Luke Peterson & Bryan Rich
BAAD Coaches

Participation Authorization, Disclaimer, Release and Waiver Agreement

I warrant and acknowledge that I am the parent or legal guardian of the below-named player, a minor ("Player"), and on behalf of myself, Player and our heirs, assigns and next of kin, I hereby enter into this agreement ("Agreement") IN CONSIDERATION OF Player's being able to participate in any way at Badgers Association for Athletic Development ("BAAD") practices, games or other activities ("Events"). I understand that the Events are optional and that BAAD would not allow my child to participate in the Events if I did not enter into this Agreement.

I represent and warrant that (a) I have the right, power and authority to enter into this Agreement on behalf of myself and Player, (b) my entry into this Agreement on behalf of myself and Player does not require the giving of any notice to, or the obtaining of any consent or approval from, any third party, (c) all of the information that I have provided to BAAD about myself and Player is true, correct and complete and I agree to promptly notify BAAD in the event such information changes in a material way, and (d) this Agreement has been duly executed and delivered by me and Player and constitutes the legal and valid binding obligations of me and Player, enforceable against us in accordance with its terms. Furthermore, by entering into this Agreement, I, on behalf of myself and Player, agree that all agreements, acceptances, acknowledgments, understandings, consents, waivers and/or releases contained herein shall be deemed to be an agreement, acceptance, acknowledgment, understanding, consent, waiver and/or release, individually and collectively, by me and Player, even if not expressly set forth therein.

I agree to and will cause Player to: (a) conduct ourselves in a professional manner, (b) comply with all applicable laws, and (c) abide by BAAD's applicable rules, policies and expectations, whether directly provided to us or otherwise made available by BAAD, including by email to us or posted on BAAD's website, as updated from time to time ("Policies").

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION IN SECTION 4 BELOW. PLEASE REVIEW SECTION 4 BEFORE ENTERING INTO THIS AGREEMENT.

- 1. EMERGENCY AUTHORIZATION:** I hereby authorize each of the coaches, team parents, and/or other officials or representatives of BAAD to act as my agents in the capacity of activity supervisors and vehicle drivers, and I authorize each of them as well as the below-identified Emergency Contact to consent to medical, surgical or dental examination and/or treatment.
- 2. DISCLAIMER, ASSUMPTION OF RISK AND WAIVER:** I am aware and understand that participation in the Events necessarily involves travel, play in adverse field conditions, contact with considerable force, and risk of severe, permanent physical injury including bruises, scrapes, strained, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis, illness and death. **I WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS.** I willingly and voluntarily agree to comply with the stated and customary terms and conditions for participation in the Events and, if I observe any concern in Player's readiness for participation in the Events, I will remove him/her from participation and bring such concern to the attention of the nearest BAAD representative immediately.

I am aware and understand that participation in the Events poses additional risks, which may expose me and Player to a variety of foreseen and unforeseen hazards, liabilities and dangers,

including, by way of example only, material, communications or information that: (a) are offensive, inappropriate or obscene, (b) are harassment or promote harassment, (c) constitute or promote false or misleading information or illegal or inappropriate activities, (d) present a privacy or security risk, or (e) violate or attempt to violate the privacy rights, publicity rights, or other rights of any person or entity. While all of the foregoing examples constitute “prohibited conduct” under BAAD’s Policies, I acknowledge and agree that Player and I are voluntarily participating in the Events and have considered and understand these hazards, liabilities and risks. I, on behalf of myself and Player, hereby expressly and specifically accept and assume all such hazards, liabilities and risks, including any and all risk of injury, harm, or loss that I or Player may incur or suffer as a result of our participation in the Events, subject to any rights I may have against any third parties that are not Releasees (defined in the next paragraph below).

I HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS, to the fullest extent permitted by law, BAAD, its players, founders, officers, directors, affiliates, successors, assigns, employees, volunteers, officials, sponsors and other representatives, and any and all owners, lessors, lessees or other persons or entities allowing, permitting or authorizing the use of facilities by BAAD and the agents, employees, officers and directors of said persons or entities (“Releasees”) from any and all claims, complaints, charges, demands, suits, actions, causes of action, obligations, liabilities, promises, debts, losses, damages, costs, or expenses, of any kind or nature, at law, in equity or otherwise, whether known or unknown, suspected or unsuspected, direct or indirect, actual or potential, or otherwise, that have existed or may have existed, or that do or may exist, or that hereafter can, do, will or may exist, in any case based on, arising out of or in any way related to an illness, injury or other damage that may result to me or Player or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any of the Events, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE (“Claims”). I further acknowledge and accept that this Disclaimer, Assumption of Risk and Waiver is intended to be as broad and inclusive as permitted by the laws of the state in which we live and agree that if any portion of this Disclaimer, Assumption of Risk and Waiver is deemed to be invalid, the remainder will continue in full legal force and effect.

I acknowledge that there is a possibility that, subsequent to the execution of this Agreement, I will discover facts or incur or suffer claims that were unknown or unsuspected at the time this Agreement was executed and that if known may have affected my decision to execute this Agreement. I acknowledge and agree that I am assuming any risk of such unknown or unsuspected facts or claims on behalf of Player and myself. I have been advised of the existence of Section 1542 of the California Civil Code (“Section 1542”), which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

It is intended that this Agreement constitutes a full release in accordance with its terms. I, on behalf of myself and Player and each of my and Player’s heirs, guardians, executors, administrators, conservators, representatives, and successors and permitted assigns, knowingly

and voluntarily WAIVE the provisions of Section 1542 (if applicable) and each other state, local or federal statute, law, regulation, order or rule having similar effect.

I UNDERSTAND THAT THIS AGREEMENT DISCHARGES RELEASEES (AS DEFINED ABOVE) FROM ANY CLAIMS (AS DEFINED ABOVE) THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM PARTICIPATION IN THE EVENTS (AS DEFINED ABOVE), WHETHER CAUSED BY THE NEGLIGENCE OF ONE OR MORE RELEASEES OR OTHERWISE.

I, on behalf of myself and Player and each of my and Player's heirs, guardians, executors, administrators, conservators, representatives, and successors and permitted assigns, covenant and agree not to assert (directly, indirectly, derivatively, or in any other capacity), any of the Claims being released pursuant to this Agreement, whether through litigation, arbitration, mediation or otherwise, or to join any proceeding relating to any Claim or assist in any way any other person or entity to sue or join any such proceeding, and I, on behalf of myself and Player and each of my and Player's heirs, guardians, executors, administrators, conservators, representatives, and successors and permitted assigns, further agree not to otherwise involve, or cause to be involved in any way, any of the Releasees in any such proceeding, whether as a party, as a witness, or otherwise.

I UNDERSTAND AND AGREE THAT BAAD DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, OF ANY NATURE IN THE EVENT OF MY OR PLAYER'S INJURY, ILLNESS, OR DEATH, OR DAMAGE TO OR LOSS OF MY OR PLAYER'S PROPERTY.

- 3. PHOTOGRAPHS, IMAGES, RECORDINGS, NAME AND LIKENESS:** I, on behalf of myself and Player, unconditionally and irrevocably grant and convey to BAAD in perpetuity all right, title, and interest, on a royalty-free basis, in any and all photographs, images, or video or audio recordings of me or Player made during the course of the Events, as well as my and Player's name or likeness, and waive any rights, claims or liability under Section 3344 of the California Civil Code. I, on behalf of myself and Player, expressly consent to BAAD using, copying, editing, reproducing, modifying, adapting, publishing, distributing, displaying and creating derivative works from my or Player's name, likeness, photographs, images or video or audio recordings for BAAD's promotional or business purposes without compensation to me or Player. I, on behalf of myself and Player, will not hold the Releasees (defined above), responsible for any claim resulting from the use of my or Player's name or likeness, or any photographs, images or video or audio recordings of me or Player, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, invasion of privacy or publicity or the like. I, on behalf of myself and Player, hereby waive any right that I or Player may have to inspect or approve any products, advertising or printed matter that may be used in connection with such name, likeness, photographs, images or video or audio recordings or the use thereof.
- 4. DISPUTE RESOLUTION:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof (including

as to the determination of the scope or applicability of this agreement to arbitrate) (“Dispute”) will be determined by arbitration in accordance with the procedures in this paragraph, which will be the sole procedures for the resolution of any Dispute. Any Dispute will be submitted to final and binding arbitration with the Judicial Arbitration and Mediation Service (“JAMS”) in Los Angeles, California. The arbitration will be conducted pursuant to the JAMS Streamlined Arbitration Rules and Procedures (the “Rules”) then in effect, except as may be otherwise stated herein, before a neutral arbitrator appointed according to the Rules. The remedies available to the parties under applicable law remain available to the parties in arbitration. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm the award. The parties to the Dispute shall bear all arbitration costs equally to the extent permitted by applicable law. Except as may be necessary to enter judgment upon the award or to the extent required by applicable law, all claims, defenses and proceedings (including the existence of a Dispute and the fact that there is an arbitration proceeding as well as the hearing itself) will be treated in a confidential manner by the arbitrator and all those involved in the proceeding. Any Dispute relating to the arbitration presented to a court will be filed under seal to the extent permitted by law. An arbitration award rendered pursuant to this paragraph will be final and binding on the parties and may be submitted to a court of competent jurisdiction for entry of a judgment thereon, though the parties must maintain the confidentiality of the arbitration and/or award in connection therewith, including by filing the arbitration award under seal, to the extent permitted by law. Regardless of the foregoing, BAAD and I each always have the right to seek and obtain temporary or preliminary injunctive relief or specific performance in any court of competent jurisdiction.

5. **GOVERNING LAW:** This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of California, without reference to any choice of law doctrine.
6. **MISCELLANEOUS:** This Agreement and the Policies represent the full understanding between BAAD, Player and me, and supersede all other prior and contemporaneous agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. To the extent any term or provision of this Agreement conflicts with any term or provision of the Policies, this Agreement will govern and control. If any term or provision of this Agreement shall be held to be invalid by any court or arbitrator of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Agreement is binding on and inures to the benefit of BAAD, Player and me and our respective heirs, guardians, executors, administrators, conservators, representatives, and successors and permitted assigns but shall not otherwise be assignable by me or Player without BAAD’s consent. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile or similar electronic signature page shall be deemed an original. Notwithstanding anything to the contrary, in the event of any ambiguity in this Agreement, no presumption shall be established or exist because this Agreement or any portion thereof was prepared by or on behalf of any party.

7. INFORMED ACKNOWLEDGEMENT; CONSENT TO PARTICIPATION: I have fully informed myself of the contents of this Agreement, and I further confirm that I understand the terms herein are contractual and not a mere recital. I understand and acknowledge the significance and consequence of this Agreement. I have been advised to confer with legal counsel in respect of this Agreement and have either done so or have declined to do so. Having read and understanding this Agreement, I desire for Player to participate in the Events on the terms and conditions set forth herein, and I agree and consent on my and Player's behalf thereto and to this Agreement.

Player Name: _____

Parent/Guardian Signature: _____

Parent/Guardian Name: _____

Emergency Contact Name: _____