

“2018 BORAS BASEBALL CLASSIC OF ARIZONA”

**ADULT WAIVER AND RELEASE, EXPRESS ASSUMPTION OF THE RISK,
AND INDEMNITY AND HOLD HARMLESS, AND VOLUNTARY CONSENT AGREEMENT**

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate in any way in the activities and competitions that take place during the “2018 Boras Baseball Classic of Arizona” sponsored by THE BORAS FAMILY FOUNDATION, INC. (“SPONSOR”), including, without limitation, playing, training, managing, learning, practicing, exercising, competing, observing and spectating, volunteering, or for any other purpose or in any other capacity (hereinafter collectively “EVENTS”) and/or **IN CONSIDERATION OF** my ability to enter into or upon the premises, locations, and facilities where said EVENTS are or will be taking place. I, on behalf of myself and my personal legal representatives, assigns, heirs, and next of kin (hereinafter collectively “UNDERSIGNED”) hereby:

1. **WAIVER AND RELEASE. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE BORAS FAMILY FOUNDATION, INC., THE BORAS CORPORATION, SCOTT BORAS, the operator, franchiser, organizer, and sponsor of the EVENTS, officials, rescue personnel, the facility and location owners, lessors, leasees, inspectors, surveyors, insurers, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the facility and location, and each of their affiliated owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, and all other persons or entities involved in the EVENTS (hereinafter collectively “RELEASEES”), FROM ALL LIABILITY to the UNDERSIGNED for any and all loss or damage and any claim or demands on account of INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH of the UNDERSIGNED arising out of or related to the UNDERSIGNED’s participation in any way in the EVENTS and/or the UNDERSIGNED’s presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even that caused by the ordinary NEGLIGENCE of the RELEASEES (hereinafter “LIABILITY”). The LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary NEGLIGENCE RESCUE EFFORTS, and ordinary NEGLIGENCE enforcement of (or the failure to enact or enforce) rules, regulations and guidelines. It also encompasses, without limitation, LIABILITY concerning ordinary NEGLIGENCE selection, use, operation, design and/or maintenance of any equipment, facility, location, or service related to the EVENTS.**
2. By participating in the EVENTS, UNDERSIGNED agrees and acknowledges that my image, likeness, voice and/or biographical information (hereinafter collectively “LIKENESS”) may be recorded, by any form of audiovisual medium, and that such recorded images or audio of UNDERSIGNED taken during participation in, in preparation for, or otherwise related to the EVENTS may be published, broadcast, transmitted or otherwise distributed worldwide in any form of media, with or without identification, for any purpose in connection with the EVENTS, without compensation to the UNDERSIGNED. Accordingly, UNDERSIGNED also hereby **RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE** RELEASEES from and against all LIABILITY in any manner connected with the use and/or arising out of or related to the use or reuse of my LIKENESS (including without limitation, claims based upon harm to reputation, disparagement, invasion of privacy and/or publicity).
3. **MEDICAL CONSENT AND RELEASE: AUTHORIZE AND CONSENT TO** RELEASEES providing and/or arranging for **MEDICAL CARE OR TREATMENT OR EMERGENCY MEDICAL SERVICES OR RESCUE EFFORTS** to UNDERSIGNED in the event of an emergency or in the event of an injury or medical condition that develops or occurs during participation in the EVENTS or during the UNDERSIGNED’s presence in or upon the premises, facilities, and locations where the EVENTS are or will be taking place. UNDERSIGNED expressly **WAIVES AND RELEASES AND AGREES TO HOLD RELEASEES HARMLESS** from and against any and all LIABILITY arising therefrom.
4. **EXPRESS ASSUMPTION OF THE RISK.** Acknowledge that the EVENTS are **EXTREMELY DANGEROUS** and involve the **RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE**. This Agreement also constitutes an express and contractual **ASSUMPTION OF ALL RISKS AND DANGERS** associated with the EVENTS, which include, but are not limited to, the risk of pulling muscles, breaking bones, severe cuts and bleeding, potentially leading to scars and scar tissue; injury to UNDERSIGNED’s eyes or vision, being knocked unconscious, suffering a concussion or other head injury or neurological injury, internal injuries, suffering a disability or permanent injury, deformities, including to UNDERSIGNED’s head, legs, arms, ears or other extremities, collisions between UNDERSIGNED with other persons and/or stationary, natural, or manmade object; being struck by objects or equipment, tripping and falling, encountering imperfect and changing and varied property conditions and circumstances, exposure to bodily fluids, illnesses, and diseases from other participants, the unavailability of emergency medical care, and/or the improper acts or conduct of other participants or persons. The EVENTS will include participants of all skill and experience levels and varying levels and types of equipment, and UNDERSIGNED expressly assumes the risks associated with mixed and varying skill levels and types of equipment. UNDERSIGNED also acknowledges that there may be undefined and presently unknown risks and dangers associated with the EVENTS, and that there may be risks and dangers that may result from the ordinary **NEGLIGENCE** of the RELEASEES. This includes the potential ordinary **NEGLIGENCE** in the implementation or enforcement of any rules, regulation or guidelines related to the EVENTS and/or the potential ordinary **NEGLIGENCE** in the selection, use, operation, design, or

maintenance of any equipment, competition, field, facility or service related to the EVENTS. UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown and acknowledges that injuries may be compounded or increased by ordinary **NEGLIGENT RESCUE OPERATIONS OR PROCEDURES**. UNDERSIGNED acknowledges that he or she fully understands the dangerous nature of the EVENTS and his or her participation, along with the potential risks involved therein, and that he or she encounters them knowingly and voluntarily.

5. **INDEMNITY AND HOLD HARMLESS:** Agree to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage or cost they may incur (including attorneys' fees and court costs) arising out of or related to the UNDERSIGNED's participation in the EVENTS in any way or related to UNDERSIGNED's presence in or upon the premises, locations and facilities where the EVENTS are or will be taking place, even if caused by the ordinary **NEGLIGENCE** of the RELEASEES. UNDERSIGNED also hereby agrees to **DEFEND, INDEMNIFY, AND SAVE AND HOLD HARMLESS** the RELEASEES from any loss, liability, damage or cost (including attorneys' fees and court costs) caused by or arising out of any action or failure to act by UNDERSIGNED during or in connection with UNDERSIGNED's participation in the EVENTS in any way, and/or arising out of UNDERSIGNED's improper, tortious, and/or criminal conduct. UNDERSIGNED also agrees to pay RELEASEES for any and all damage to the premises, locations and facilities caused by UNDERSIGNED.

6. **JURISDICTION/CHOICE OF LAW.** This Agreement is to be interpreted and enforced under the laws of the State of California, and it shall in no way be deemed an admission of fault, negligence or liability of any type of nature on the part of the RELEASEES. Any and all disputes arising out of this Agreement or UNDERSIGNED participation in the EVENTS, whether in tort, contract, or otherwise, shall be adjudicated in the Superior Court of California, County of Orange.

7. **VOLUNTARY PARTICIPATION AND INFORMED CONSENT.** Acknowledge that there are inherent dangers related to the EVENTS. UNDERSIGNED agrees that he or she will not participate in the EVENTS or utilize the facilities if he or she is under the influence of drugs or alcohol or if there is any other physical condition that may impair his or her ability to understand instructions or to participate without creating risk to others or himself or herself. UNDERSIGNED acknowledges that he or she has been informed that **HIS/HER PERSONAL SAFETY CANNOT BE GUARANTEED**. It is the UNDERSIGNED's responsibility to: (1) fully disclose any health issues or medications that are relevant to his or her participation in the EVENTS; (2) inform the SPONSOR or its employees if there are any activities or aspects of the program about which he or she does not feel comfortable; (3) cease his or her participation and promptly report to the SPONSOR or its employees any unusual feelings or physical discomfort; and (4) clear his or her participation with his physicians. UNDERSIGNED bears the responsibility to obtain, review, and follow all rules, regulations and instructions associated with the EVENTS. UNDERSIGNED knows the nature of the EVENTS and his or her experience and capabilities. UNDERSIGNED believes that he or she is qualified to participate in the EVENTS and that the personal benefits of participation outweigh the risks and dangers associated therewith. UNDERSIGNED agrees to inspect the facility and equipment to be used by him or her and with which he or she may come into contact.

8. This Agreement is intended to be as broad and inclusive as is permitted by law, and it is intended to be fully severable. If any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

I HAVE READ THIS AGREEMENT FULLY, UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME and I intend my signature to be a complete, continuing and uncontrolled release of all liability to the greatest extent allowed by law. I acknowledge that I was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of my choice. I also acknowledge that I was offered a copy of this Agreement.

AGREED AND ACCEPTED:

NAME (PRINT)

DATE OF BIRTH: _____

SIGNATURE

DATED: _____

NAME OF WITNESS (PRINT)