

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of baseball, and for other good and valuable consideration. I hereby agree to release and discharge from liability arising from negligence Buffalo Grove Recreation Association and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, (referred to as "I" or "my"), and also agree as follows:

1. I acknowledge that the sport of baseball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death and property damage. Risks include but are not limited to broken bones, torn ligaments, bruises, and other bodily injuries as serious as death, disability or blindness, caused by contact with baseballs, bats, other participants or structures like walls or fences, or caused by uneven ground, medical conditions resulting from physical activity and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
 2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
 3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of their equipment or facilities arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce: this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
 4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition. I acknowledge that the Buffalo Grove Recreation Association has purchased group insurance coverage: insuring all players, youth umpires, managers, coaches and umpires. Our policy in "Excess Coverage" which covers any shortfalls in your required insurance which is the same as "Full" coverage except that hospital (inpatient only) and surgery (regardless where performed) are not payable to the extent that benefits are payable under individuals own hospitalization. All other expenses are payable by a \$50.00 deductible to a maximum amount of \$10,000.00; also accidental death of \$12,500.00. Parents are advised to purchase additional coverage if they consider the group coverage insufficient.
 5. In the event that I file a lawsuit, I agree to do so solely in the State of Illinois, and I further agree that the substantive law of that state shall apply.
 6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
 7. By clicking below, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
 8. I permit the Buffalo Grove Recreation Association to take photos and videos for publication in brochures, website, and additional uses as the Buffalo Grove Recreation Association deems necessary unless I expressly file with the Buffalo Grove Recreation Association a written objection as to the use of photos or videos.
- I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to agreeing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to agree to this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

PARENT OR GUARDIAN ADDITIONAL AGREEMENT

In consideration of my child being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.