TOWN OF CLARENCE BASEBALL ASSOCIATION

BASEBALL RELEASE AND WAIVER

(PLEASE USE A SEPARATE FORM FOR EACH PARTICIPANT)

I, _____ the undersigned, residing at_____
(hereinafter the "RELEASOR") hereby certify that I am the (parent or guardian) of _____, a participant, in a baseball-oriented activity sponsored and/or held on behalf of the Town of Clarence Baseball Association.

In consideration of being permitted to participate in activities, supported and assisted by the Town of Clarence Baseball Association, the RELEASOR releases and discharges the Town of Clarence Baseball Association, its Board Members, agents, officers, and/or others acting on its behalf and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as RELEASEE) from all actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have, or hereinafter can, shall or may have for, upon, or by any reason of any matter, cause or thing whatsoever resulting from any such participation or otherwise in any baseball-oriented activity sponsored or held on behalf of the Town of Clarence Baseball Association.

The RELEASOR understands that participation in baseball-oriented activities may entail the possibility and/or probability of being injured or suffering injuries resulting in death by reason of balls that may be thrown or hit, by ball bats that are either being swung or thrown, sliding into bases, sliding to make a play, running, walking, colliding with other players, umpires, spectators and others in or near the field of play, collision with backstops, bases, falling, jumping, bending, tagging, catching balls that are either thrown or batted, running bases and all other assumed risks attendant to the game of baseball whether it be either competitively played or practiced and, therefore, the RELEASOR hereby waives his or her right(s) to bring a lawsuit or any claim against the Town of Clarence Baseball Association and, therefore, releases and discharges the Town of Clarence Baseball Association, its Board Members, agents, officers, and/or others acting on its behalf and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as RELEASEE) from all actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have, or hereinafter can, shall or may have for, upon, or by any reason of any matter, cause or thing whatsoever resulting from any such participation or otherwise in any baseball-oriented activity sponsored or held on behalf of the Town of Clarence Baseball Association.

I further agree to indemnify and forever hold harmless, against any loss, which may be sustained in consequence of my child's participation in either the practice of baseball or a competitive game, the RELEASEE, the Town of Clarence Baseball Association. No agreements, either verbal or written, in any manner shall affect this Release and Waiver.

I understand, by signing this Release and Waiver, that the game of baseball, whether practiced or competitively played, involves certain assumed risks, some of which are above-mentioned. I, as parent or guardian of the participant, do hereby understand that the risks commonly associated with baseball are assumed and hereby sign this Release and Waiver on behalf of the participant with full knowledge that the participant may be injured or suffer injuries resulting in death.

I further acknowledge that the Town of Clarence Baseball Association serves as a catalyst for the organization of baseball activities and is not responsible for the supervision of these activities, nor for the environmental conditions of the recreational areas, ballparks, fields and other spaces that are utilized for such baseball practices and games.

This Release and Waiver shall be interpreted under the laws of the State of New York.

DATED: _____ _____ _____
Clarence, New York Signature Phone Number

I, whose name is hereto subscribed, do certify that on the above date the above Releasor subscribed his/her name to this Release and Waiver in my presence.

_____ residing at _____
(Witness Signature)

_____ _____
(Print Name)