

Athlete's Name:	Date:
Team Name:	
Contact Name:	Phone:
Email Address:	

**CHECK ALL THAT APPLY:**

- MEMBERSHIP  
 TEAM/PUBLIC RENTAL  
 PRIVATE LESSON

**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for use of the facilities located at 6212 West Main Street in Turlock, CA (hereafter "the Property"), the Undersigned, for himself or herself, and for his/her personal representatives, children, assigns, heirs, next of kin, or either of them:

Hereby releases, waives, discharges and covenants not to sue Backyard Sports Academy LLC, Soderstrom and Sons, Backyard Teams Corp, any owner of the Property and/or each of their respective officers, directors, agents, employees, members, and insurers (hereinafter "Releases") from all liability to the Undersigned, his/her personal representatives, children, assigns, heirs, and next of kin, for all loss or damage and any claim or demands therefore, on account of injury to the person or property or death of the Undersigned, or any child for whom the Undersigned acts as guardian, while the Undersigned is traveling to the Property, on the Property, or traveling from the Property; and

The Undersigned hereby agrees to indemnify, defend, save and hold harmless Releasees and each of them from any and all loss, liability, damage, claim, suit, cause of action or cost (including reasonable attorneys fees) arising out of or related to the Undersigned's (and/or any child for whom the Undersigned acts as guardian) use of the Property.

The Undersigned expressly agrees that the foregoing Waiver of Liability & Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The Undersigned warrants the foregoing statements are true and correct and understands that the Releasees have relied on them in entering into this Waiver of Liability and Indemnity Agreement, by permitting the Undersigned to participate in this event.

The Undersigned if fully aware of the risks and hazards inherent in participating, in baseball, basketball, volleyball activities and acknowledges that ALL SPORTS AND PRACTICE THEREOF IS DANGEROUS and hereby elects voluntarily to participate in any sport and in the practice thereof, knowing that the Undersigned may encounter hazards and dangers that MAY RESULT IN SERIOUS BODILY INJURY OR DEATH. The Undersigned hereby voluntarily assumed all risk of loss, damage, or injury that may be sustained by him/her or his/her child, and/or any damage to any property of the Undersigned while participating in baseball and the practice thereof.

BY SIGNING BELOW, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT AND UNDERSTANDS THAT THIS MEANS HE/SHE AGREES NOT TO SUE ANY OR ALL OF THE RELEASEES FOR ANY INJURY RESULTING TO HIM/HER OR HIS/HER CHILD, AND/OR HIS/HER PROPERTY ARISING FROM, OR IN CONNECTION WITH, ANY ACTIVITIES OR EVENTS DESCRIBED HEREIN OR HIS/HER TRAVEL TO OR FROM ANY SUCH ACTIVITIES OR EVENTS.

Signature of Participant/Guardian of Participant \_\_\_\_\_

Printed Name of Participant/Guardian of Participant \_\_\_\_\_