

IN CONSIDERATION of being given the opportunity to participate in try-outs for the **Sioux Falls Canaries**, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of baseball and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. FULLY UNDERSTAND that: (a.); BASEBALL ACTIVITIES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death ("Risks"); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releases names below; (c.); there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participating in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a member of the Club and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue the **Sioux Falls Canaries** and or/the **American Association**, of which said team is a member or affiliate, their administrators, directors, agents, officers, volunteers and employees, other participating try-out organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or allege to be caused in whole or in part by the negligence of the Releasees or otherwise; and I further agree that if, despite this release and waiver of liability assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases, from any litigation's expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim.

**I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.**

**Printed Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature (only if age 18 or over):** \_\_\_\_\_

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_