

Northeast Ohio Roy Hobbs Baseball Registration Contract & Waiver

Name: _____

Team: _____

Year: 2010

I, _____ hereby agree to play amateur baseball for a Roy Hobbs Affiliated regular season or World Series (team) _____.

In consideration of acceptance into Roy Hobbs Baseball (hereinafter "RH Baseball") and its national affiliate Roy Hobbs Diamond Enterprises Ltd., L.L.C., d.b.a. Roy Hobbs Baseball (hereinafter "RHDE") and the payment of the required team/player fees (set by and paid to RHDE):

- I voluntarily agree to play for the team listed above pursuant to the terms and conditions contained in this contract.
- I agree to conduct myself in a manner that will reflect favorably upon my teammates, fellow competitors, spectators, the league and the game.
- I agree to abide by and comply with the rules and regulations adopted by RHDE and used at RHWS.
- I understand that the violation of this contract, the rules and regulations adopted by RHDE Baseball or the violation of certain of the rules of baseball may result in penalties, suspension or expulsion without reimbursement of any fees that may have been paid.
- I understand that certain risks of injury are inherent in my participating in the game of baseball, and, having full knowledge of such risk, I voluntarily assume them of my own accord.
- I agree to hold - my team and its sponsors; RHWS and its officials, sponsors and field owners; RHDE and its officials; and all participating communities and their representatives - harmless of any responsibility, financial or otherwise, due to any injuries received while playing, practicing or traveling to and from events or while participating in any league or association activity.
- I, for myself, my heirs, executors and administrators, hereby voluntarily release, forever discharge and agree to indemnify and hold harmless the above team and organizations (RHWS, RHDE and their officials) from any and all claims, demands or causes of action which are in any way connected with my participation in any RHDE/RHWS activity or my use of RHDE equipment or facilities including such claims which allege negligent acts or omissions of RHDE.
- Should RHWS and its officials, RHDE and its officials or anyone on their behalf be required to incur attorneys fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

(COMPLETE THE FOLLOWING / PLEASE TYPE OR PRINT)

Date: _____

Name: _____ DOB: / / Age (as of 1-1-11): _____

Address: _____

City / State / Zip: _____

Phone (H): () - (C/W): () - E-mail: _____

In Case of Emergency, contact: _____ Phone: () - _____

I have read, understand and accept all the above and certify under penalty of suspension and forfeiture of fees that all the information listed herein is correct.

Player: _____ Manager: _____
Signature Signature

For RH use:

Date received: _____ Age Documentation on file: _____ Fees Paid: _____
Approved to participate: _____

2010 Insurance Waiver

Commercial General Liability / Secondary Medical

Policy Number: 2010 # P2GL100997-01 / # PAIV00237039-001

League: Roy Hobbs Diamond Enterprises, Ltd., LLC Team: _____

This endorsement changes the policy. Please read it carefully.

AMATEUR ATHLETIC WAIVERS AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in ROY HOBBS DIAMOND ENTERPRISES, Ltd., L.L.C. athletic/sports program, and related events and activities, the undersigned:

- 1) Agree that prior to participating, they each will inspect the facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their coach or supervisor of such condition(s) and refuse to participate;
- 2) Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
- 3) Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
- 4) Release, waive, discharge and covenant not to sue ROY HOBBS DIAMOND ENTERPRISES, its affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY.

PRINTED NAME _____ SIGNATURE _____ DATE _____

For RH use:

Date received: _____

Approved to participate: _____