

# Montrose Competitive Youth Baseball Liability Form



I, the undersigned, being the parent or legal guardian of \_\_\_\_\_, completely understand the  
Child/ children's names

risks involved in and do hereby consent for my child (children) to participate in any of the activities, games, practices or tournaments ("Baseball Program") entered into and sponsored by the City of Montrose and to use the facilities at the Sunset Mesa Sports Complex or any other in-state or out-of-state facility designated as the location for team organized activities, practices or games. I specifically consent to allow my child to participate in the Baseball Program as a member of the Team, and to the fullest extent permitted by law. I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: the City of Montrose, Colorado, the State of Colorado, the Baseball Officials, Sponsors, Promoters and Organizers; any Property Owners, Law Enforcement Agencies or Public Entities providing support for the Baseball Program; and each of their respective parent, subsidiary and affiliated entities, officers, directors, partners, shareholders, members, agents, employees, volunteers, successors and assigns (collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to mine or my child's participation in the Baseball program, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on the my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which any may be incurred as the result of such claim.

**I hereby warrant that I have read the Baseball Team Waiver of Liability carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement.** This Agreement represents the complete understanding between me and the Event Organizers regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any portion of this Agreement is held to be unenforceable, invalid or overly broad, I agree that the remaining terms and provisions of this Agreement will continue in full legal force and effect.

I have the authority to sign the Baseball Team Waiver of Liability on behalf of my above-named child.

Parent/Guardian signature \_\_\_\_\_

Printed name \_\_\_\_\_

Date \_\_\_\_\_