



BASEBALL TOURNAMENT

TEAM LIABILITY, RELEASE, AND HOLD HARMLESS WAIVER

This Team Liability, Release, and Hold Harmless Waiver (“Waiver”) is executed by the undersigned Head Coach on behalf of the baseball team identified below (“Team”), in connection with participation in any baseball tournament, league play, practices, games, scrimmages, warm-ups, camps, clinics, or related activities (collectively, the “Activities”) conducted, hosted, organized, sanctioned, or operated by **Rail Yard Sports and Amateur to Pro, LLC d/b/a AP Express**, including their owners, officers, directors, members, managers, employees, contractors, volunteers, agents, sponsors, affiliates, successors, and assigns (collectively, the “Released Parties”).

1. Assumption of Risk

The undersigned acknowledges that participation in baseball and related Activities involves inherent risks, including but not limited to bodily injury, serious injury, permanent disability, paralysis, concussion, illness, property damage, and death, which may result from, among other things, contact with other participants, equipment failure, field conditions, weather, or the actions or negligence of participants, coaches, officials, or others. The undersigned knowingly and voluntarily assumes all such risks, whether known or unknown, foreseeable or unforeseeable, on behalf of the Team.

2. Release and Waiver of Liability

To the fullest extent permitted by law, the undersigned, on behalf of the Team and anyone claiming through or under the Team, hereby **releases, waives, discharges, and covenants not to sue** the Released Parties from any and all claims, demands, actions, causes of action, damages, losses, costs, or expenses (including attorney’s fees) arising out of or related to the Team’s participation in the Activities, including claims arising from the **negligence** of the Released Parties, except to the extent caused by gross negligence or willful misconduct where such release is prohibited by law.

3. Indemnification and Hold Harmless

The undersigned agrees to **indemnify, defend, and hold harmless** the Released Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney's fees) arising out of or related to:

- The Team's participation in the Activities;
- Any act or omission of the Team, its players, coaches, parents, spectators, or guests;
- Any breach of this Waiver by the undersigned or the Team.

4. Medical Treatment

The undersigned authorizes the Released Parties to obtain emergency medical treatment for any Team participant if deemed necessary, and agrees that the Released Parties shall have no responsibility or liability for the provision or failure to provide such medical care. All costs associated with medical treatment are the responsibility of the Team and/or the participant's parent or guardian.

5. Insurance

The undersigned understands and agrees that the Released Parties do not provide medical, accident, or health insurance coverage for Team participants. The Team is solely responsible for maintaining any desired insurance coverage.

6. Compliance With Rules

The undersigned agrees that the Team will comply with all tournament rules, facility rules, safety guidelines, and directions of tournament officials. Failure to comply may result in removal from the tournament without refund.

7. Severability

If any provision of this Waiver is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

8. Governing Law and Venue

This Waiver shall be governed by and construed in accordance with the laws of the state in which the tournament is held, without regard to conflict of law principles. Venue for any dispute shall lie exclusively in a court of competent jurisdiction within that state.

9. Authority to Sign

The undersigned represents and warrants that they are the **Head Coach** of the Team and have full authority to execute this Waiver on behalf of the Team and to bind the Team to its terms.

TEAM INFORMATION

Team Name: _____

Age Division: _____

Tournament Name / Dates: _____

SIGNATURE

By signing below, the undersigned acknowledges that they have read and fully understand this Waiver, understand that they are giving up substantial legal rights, and sign it freely and voluntarily on behalf of the Team.

Head Coach Name (Printed): _____

Signature: _____

Date: _____

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