

## SAN ANTONIO MENS SENIOR BASEBALL LEAGUE P.O. Box 690093 San Antonio, Texas 78269

### 2013 PLAYER'S WAIVER, RELELASE OF LIABILITY, AND CONSENT

#### As of February 8, 2013

#### **READ BEFORE SIGNING**

#### Warranty of Player's Fitness

The undersigned (hereinafter, "the Player") hereby warrants to the Men's Senior/Men's Adult Baseball League, Inc. and the San Antonio Men's Senior Baseball League (SAMSBL) (hereinafter, "the League) that he is eighteen (18) years of age or older, is in good physical condition, and that he has no impairment, ailment, or legal reason preventing him from engaging in activities of the League.

#### Absolute Release of Liability

In consideration of being allowed to the privilege to participate in any way for the Men's Senior/Men's Adult Baseball League, Inc. and the League, its related events and activities, including but not limited to playing, practicing, coaching, spectating, or being on the field or in spectator areas for any purpose whatsoever, I, \_\_\_\_\_\_\_\_, the undersigned, acknowledge, appreciate, and agree that: **a)** the risk of injury from activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and **b**) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and **c**) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the League officials immediately; and **d**) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MSBL/MABL, SAMSBL, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for activity ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, to the full extent permitted by law.

#### Player's Participation in the Local League and National, Regional, State, and Local Tournaments

The Player shall participate in the League as a member on a team for two (2) full years known as (\_\_\_\_+) \_\_\_\_\_\_, which is a team in the SAMSBL. As a member of the League by virtue of this properly executed waiver, the Player agrees to abide by any and all League Rules and Regulations. As a member of the League, the Player shall be eligible to participate in Local, Regional, State, and National Tournaments, as organized by the League, according to the regulations promulgated by the League. The Player acknowledges that he must play in 50% of all regular season SAMSBL games in a given year to qualify for that year's participation in any type of tournament. The Player further acknowledges that he will play the game of baseball with class at all times and adhere to the high standards published in the Code of Conduct Section of the SAMSBL Rules. The Player further acknowledges that he must obtain a release from the League in order to participate on a tournament team against (or not with) the League. The Player recognizes, as a member of this organization, the authority of the League President, Vice President, and Board of Directors to determine and enforce organizational policy. The Player agrees to abide by all rules and regulations as set forth by the President, Vice-President, and/or Board of Directors including the presence of tobacco products, alcohol, or inappropriate behavior, language, or mannerisms at any site. Further, the Player agrees and accepts all the rules that apply at the Missions Baseball Academy (MBA) site.

#### Image and Reputation

The Player consents to being a member of the SAMSBL with all the privileges thereof, upholding the Code of Conduct method of playing baseball at all times. The Player acknowledges the Image and Reputation of the SAMSBL are both important and fragile. The Player agrees to protect them both at all times while a member of the SAMSBL, locally, across the State of Texas, or nationally. For those Players who are of legal age to drink, where drinking of alcohol beverages (prior, during, or after a game) is prohibited, the Player agrees to adhere to the League policies. Further, the Player agrees he will not participate in any SAMSBL Image-detracting incident or situation. The Player acknowledges that fines, suspensions, and expulsions can result from such actions.

#### Caveats

The Player acknowledges the "helmet" requirement that all batters, base runners, and catchers must wear protective headgear at all times. Base Coaches' helmets are optional unless specifically announced as a requirement during any season. Hitters are required to have the temple facing the pitcher covered at all times. The Player, again, acknowledges that fighting, physical abuse of players, umpires, managers, or spectators or the use of abusive or offensive language will not be tolerated at any time while participating in any sanctioned event. Violations of the spirit of this image and rule can result in the Player's banishment, or suspension, or expulsion from the League or Tournaments, and forfeiture of all fees paid. The Player further acknowledges that the League and facilities do not possess a defibrillator and there is no guarantee of playing time on any given team, associated with the season or tournament play. The Player certifies that he is 18+, or 25+ or 35+ or 45+ or 55+ or 60+ or 65+ or 70+ (circle one) this calendar year. The Player further certifies the following: (check one)

\_\_\_\_I have never played any level of professional baseball. \_\_\_\_I have played professional baseball (highest level and last year) \_\_\_\_\_/\_\_\_\_

# I, the Player, have read this Waiver and Consent, Release of Liability and Assumption of Risk Agreement, Fully Understand Its Terms, Understand that I have given up Substantial Rights by Signing it, and Sign it Freely and Voluntarily without any Inducement.

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Player's Signature	Age	Date of Birth		Date Signed
	/		/	
Printed Name (Legible Please) E-Mail Address	Mailing Address including Zip Code		(AC)	Phone Number



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