

WAIVER



I, the parent or legal guardian of _____ (the "Player"), give permission for the Player to receive emergency medical or surgical treatment and hospitalization if necessary. I hereby authorize the directors, coaches, staff and associates of Gamer Baseball LLC. to act on my behalf according to their best judgment in any emergency requiring medical or surgical treatment and hospitalization if necessary. I certify that the Player is physically able to participate in the Gamer Baseball LLC. and that I know of no restrictions, physical impairments, or any other facts, which in any manner limit his/her participation in such a program. I also understand that Gamer Baseball LLC. will administer no physical examinations and that Gamer Baseball LLC. will rely solely upon the information shown on this form. I hereby waive and release Gamer Baseball LLC. and its Coaches, Staff, Camp Management, Directors, Sponsors and Representatives from any liability for any injury or illness incurred while at camp.

I UNDERSTAND THAT THERE IS RISK OF INJURY TO THE PLAYER AS A RESULT OF CAMP ACTIVITIES, AND KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF SUCH INJURY. CAMP ACTIVITIES INCLUDE ANY TRAVEL, MEAL, LODGING, OR ASSOCIATION WITH THE CAMP.

I will be financially responsible for any medical attention needed during the camp or resulting from an injury received at camp. My medical insurance shall be the insurance coverage for any medical treatment. I further understand Gamer Baseball LLC. retains the right to use, for publicity and advertising, photographs of campers taken at camp. I also understand and agree that Gamer Baseball LLC. shall not assume, or be responsible or liable for expense, medical treatment, or compensation for any injury to the Player may suffer during participation in pre and post camp activities. I hereby waive and release any and all rights and claims for damages Player may suffer from, or in any connection with, Player participation in pre and post camp activities is at their own risk.

PAYMENT: Registration must be paid in full prior to attending the event. Payment should be made in full at time of registration. If a deposit was paid, final payment of the balance is due at check in. Parent/legal guardian agrees to have payment in by that time. If final payment is not made, camp or clinic attendance will not be allowed (unless otherwise discussed).

CANCELLATION/REFUND POLICY: We DO NOT give refunds. A credit will be issued to you if for any reason you must cancel your Gamer Baseball LLC. registration. Credit is good for 6 months after which the fees will be forfeited. You may use that credit for a future event and/or one on one lessons. Gamer Baseball LLC. reserves the right to cancel an event for any reason without prior notice. In this case, a full refund is given for all monies collected by Gamer Baseball LLC. only. Gamer Baseball LLC. will not be

responsible for refunds on airline flights, hotel reservations, or other incidental fees incurred in conjunction with the event.

LIMITATION OF LIABILITY: I agree that the total cumulative liability of Gamer Baseball LLC., its affiliates and respective directors, officers, employees, and agents with respect to services performed or to be performed by Gamer Baseball LLC., whether for breach of contract, contribution, tort or other theory of liability, shall not exceed 100% of the compensation received by Gamer Baseball LLC., from me pertaining to Player. The parties agree and acknowledge this Section of the Agreement is a material part of the consideration for the Agreement.

PLAYER'S RELEASE OF LIABILITY: I agree to hereby release, forever discharge Gamer Baseball LLC., from any and all claims, debts, costs, obligations, promises, acts, agreements, actions and causes of action, demands, damages, counterclaims, set off, or liabilities (including attorneys' fees and costs), whether past, present, or future, arising from or related to any acts, actions, failures to act, or to any of the matters relating to an injury or other liability resulting from my or Player's disregard or failure to follow Gamer Baseball LLC. rules and etiquette.

PLAYER'S WAIVER OF GENERAL RELEASE: I, on my own behalf and on behalf of any and all of my guardians, successors, heirs and assigns, expressly waives any and all rights he may have relating to or arising out of my or my child's disregard or failure to follow Gamer Baseball LLC. rules and etiquette.

PLAYER'S INDEMNIFICATION OF INSTRUCTOR: I agree to indemnify and hold Gamer Baseball LLC. its affiliates and respective directors, officers, employees, and agents harmless from any action arising out of my or the Player's failure to follow Gamer Baseball LLC. rules and etiquette, including all judgments, attorneys' fees and costs, incurred by Gamer Baseball LLC..

PUBLICITY: I understand and agree that Gamer Baseball LLC. retains the right to use, for publicity and advertising, any photographs and/or videos taken of participants during the event they are attending.

PROPRIETARY RIGHTS : Except as expressly authorized by Gamer Baseball LLC. , Student, Parent or Guardian receiving materials and content pursuant to this agreement expressly agree not to sell, license, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from materials or content provided by Gamer Baseball LLC.

FULL NAME

SIGNATURE

DATE