



MEDICAL WAIVER, RELEASE, AND CONSENT FORM

This will be signed electronically with your online form.

I. Assumption of Risk and Release

By signing below, I, the parent or legal guardian of the player, hereby give my full consent and approval for my child to participate in 706 Baseball Club, LLC ("706 Baseball Club") baseball activities, such as: group training, individual training, practices, tournaments, special events, travel, events, the use or non-use of any equipment, or exercise at or sponsored by 706 Baseball Club (collectively, "706 Baseball Activities").

I expressly acknowledge that there are certain dangers, risks, illnesses and personal injuries inherent in participating in 706 Baseball Activities and I am willing to assume these risks on behalf of my child and myself. I understand and agree that 706 Baseball Club and its owners, employees, trainers, coaches, volunteer assistants, representatives, agents, successors and assigns assume no responsibility for any and all liability, claims, losses, costs, expenses, damages loss, illness or injury (collectively, "Losses") that I or my minor child, may sustain arising out of or relating to: (i) my or his physical or mental condition, including those identified in the Medical Information and Emergency Contact on the online form provided, (collectively, "Condition") or (ii) my or his attendance at or participation in any 706 Baseball Activities, whether the result of negligence or other cause. I expressly acknowledge and agree, on behalf of myself and my minor child, heirs and executors that I voluntarily and solely assume the risk from any and all Losses that result from I or my minor child's Condition or attendance at or participation in 706 Baseball Activities.

In consideration of 706 Baseball Club allowing me and/or my minor child to attend or participate in any 706 Baseball Activities, I do hereby, for myself and for my minor child, heirs and executors, (i) waive any and all rights and claims I have, may have or have had, and (ii) release, forever discharge and hold harmless the 706 Baseball Club, and its owners, employees, trainers, coaches, volunteer assistants, representatives, agents, successors and assigns from any and all Losses that I or my child, may sustain arising out of or relating to: (i) my or his Condition or (ii) my or his attendance at or participation in any and all 706 Baseball Activities, whether the result of negligence or other cause.

I hereby certify that my child is fully capable of participating in the above event and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in 706 Baseball Activities, except as specified on the Medical Information and Emergency Contact. In the case of an emergency, if I cannot be reached and my son is under the age of 18, I give 706 Baseball Club and their designated coaches permission to make emergency medical decisions for my son, if necessary. I agree to pay all medical costs incurred for my son while he is attending or participating in any Activity that is not covered by our medical insurance, if any.

During the course of 706 Baseball Activities, players may be asked to play a position that does not match their primary or secondary position. This is an effort to maximize playing time and individual player development. Players should not feel forced to play any positions in which they do not feel safe. Objection to certain positions can be voiced at any time - upon registration, event check-in, or on the field. By signing below, I understand that it is my responsibility to notify 706 Baseball Club in writing of any position concerns as soon as possible.



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I acknowledge that an extraordinary event or circumstance beyond the control of 706 Baseball Club, such as inclement weather, facility cancellations, war, strike, riot, crime, or Act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), may occur. Should such an extraordinary event or circumstance occur while your child is attending a 706 Baseball Activity, the designated coaches of 706 Baseball Club will endeavor to ensure the continuation or relocation of the activity to the extent reasonably practicable. I do hereby, for myself and for my minor child, heirs and executors, waive any and all rights and claims I have, may have or have had, and release, forever discharge and hold harmless the 706 Baseball Club, its owners, employees, trainers, coaches, volunteer assistants, representatives, agents, successors and assigns from any and all Losses that may be suffered by my child for changes in the event itinerary due such an unforeseeable event. No refunds or credits will be granted if portions of the event need to be modified due an event or circumstance beyond 706 Baseball Club's control.

II. Photo Release

I acknowledge, consent and agree that 706 Baseball Club may use my or my minor child's image for promotional, trade, solicitation of patronage, educational or other similar purposes. I do hereby authorize 706 Baseball Club and its partners to record my minor child's participation and appearance on video tape, audio tape, film, photography, or any other medium; use my name and/or my child's name, likeness, voice, and biographical materials in connection with these recordings; and exhibit or distribute such recordings in whole or in part without restrictions or limitation for any educational or promotional purpose. I further waive any and all rights to inspect or approve of the video tape, audio tape, film, photography, or other use of my or my minor child's name and/or likeness, including any written article, script caption or other writing that may accompany such use. I hereby, for myself and for my minor child, heirs and executors, waive any and all rights and claims I have, may have or have had, and release, forever discharge and hold harmless the 706 Baseball Club, its owners, employees, trainers, coaches, volunteer assistants, representatives, agents, successors and assigns, from and against any and all Losses, including but not limited to, claims for libel, slander, invasion of privacy, conversion, defamation, appropriation of likeness or any other claim based on the use of my and/or my minor child's name and/or likeness in any such materials.

III. Contact

I do hereby authorize 706 Baseball Club to use my email/phone number, my child's email/phone number and any other emails/phone numbers provided to 706 Baseball Club by my family, for promotional and educational purposes. I authorize 706 Baseball Club and its partners to contact those email addresses and phone numbers provided, until such time as I opt-out or unsubscribe.

IV. Authority

I hereby represent and warrant to 706 Baseball Club that I have the authority to execute this Waiver & Consent Form on behalf of myself and my minor child as parent, guardian, and/or next friend, if applicable. In the event of any breach by me of any representation or warranty, or in the event that I, my minor child or any other person nevertheless asserts a claim against the 706 Baseball Club arising out of my minor child's participation in any 706 Baseball Activity, I agree to indemnify, hold harmless and defend 706 Baseball Club and its owners, employees, trainers, coaches, volunteer assistants, representatives, agents, successors and assigns from and against any and all Losses resulting therefrom, including but not limited to, claims of loss,



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damage, illness or injury to person or property whether or not such Losses result from the negligence of the 706 Baseball Club or from some other cause.

V. Venue

I understand and agree that this Waiver & Consent Form shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. I understand and agree that any suit, action or proceeding with respect to this Waiver & Consent Form or any other matter arising out of or relating to any Condition or Activity shall be brought in the Superior Court of Oconee County, Georgia. I agree to submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, and/or proceeding concerning any and all claims regarding 706 Baseball Activities.

VI: Electronic Signature

706 Baseball Club and I agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing for this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

The electronic signature will be completed on the online form for each family representing a team on 706 Baseball Club.

Last Updated July 2024