

PARENT WAIVER/RELEASE OF LIABILITY/USE OF LIKENESS PERMISSION

By clicking the submit button you consent to be contacted by GOLDEN STATE GRIND by phone, email, text/SMS, and through the use of pre-recorded messages at the number(s) listed above even if your number provided is on the Do Not Call List. In some cases, automated technology may be used to contact you including on your cellular telephone. Your consent does not require you to purchase any goods and/or services and you can ask to be removed from our list at any time.

I WISH TO PARTICIPATE IN THE GOLDEN STATE GRIND CAMP, PROGRAM, TRYOUTS and/or EVALUATIONS

GOLDEN STATE GRIND WAIVER AND RELEASE OF LIABILITY FORM

NOTE: THIS FORM MUST BE READ AND SIGNED BEFORE THE PARTICIPANT IS PERMITTED TO TAKE PART IN ANY EVENT OR ACTIVITY SESSIONS. BY SIGNING THIS AGREEMENT, THE PARENT/GUARDIAN OF THE PARTICIPANT AFFIRMS HAVING READ IT.

IN CONSIDERATION of being allowed to participate in any way in the GOLDEN STATE GRIND Program under the auspices of GOLDEN STATE GRIND, I, the undersigned, acknowledge, understand, and agree that:

1. I RISK BODILY INJURY, INCLUDING PARALYSIS, DISMEMBERMENT, DISABILITY AND DEATH, AND while particular rules of the sport, skills, equipment, and personal discipline may reduce this risk, THIS RISK OF SERIOUS INJURY DOES EXIST, AS WELL AS THE RISK OF DAMAGE TO OR LOSS OF PROPERTY; and,
2. I KNOWINGLY AND FREELY ASSUME ANY AND 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,
3. 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, or if I observe any concern in my readiness for participation, I will immediately bring such to the attention of the nearest official and remove myself from participation; and,

4. I, FOR MYSELF, and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE, WAIVE, INDEMNIFY, ABSOLVE, HOLD HARMLESS and PROMISE NOT TO SUE GOLDEN STATE GRIND, MARTINEZ BASEBALL CLUB, HERITAGE HIGH SCHOOL IN BRENTWOOD, CA, their organizations, officers, directors, supervisors, managers, coaches, instructors, players, families, members, fans, affiliates, officials, volunteers, employees, agents, persons providing transportation and/or other participants, sponsors, advertisers, and, if applicable, the owners and lessors of premises used for the event or activity ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, EXCEPT THAT WHICH IS THE RESULT OF GROSS NEGLIGENCE OR WANTON MISCONDUCT, to the fullest extent permitted by law.

AUTHORIZATION - USE OF LIKENESS

Participants, or their legal guardian(s), in GOLDEN STATE GRIND events agree to be filmed and photographed by photographers authorized by GOLDEN STATE GRIND. Participants or the legal guardian(s) hereby give to GOLDEN STATE GRIND the right to use their name, picture, and likeness (without any right of approval) for any use to promote the event or activity in which they participate as well as to promote future events and activities of GOLDEN STATE GRIND. The duration of this authorization shall commence with registration for the event and continue before, during and after participation in any official or unofficial GOLDEN STATE GRIND event or activity in perpetuity.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

This is to certify that I/we, as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree not only to the release above regarding this participant's participation in any GOLDEN STATE GRIND event or activity, but also for myself/ourselves, and my/our heirs, assigns and next of kin, to release and indemnify the Releases from any and all Liability incident to my/our minor child's involvement as stated above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. As parent(s)/legal guardian(s) for this participant, I/we also hereby give to GOLDEN STATE GRIND, the right to use the name, image and likeness (without any right of approval) of this participant for any use to promote GOLDEN STATE GRIND events or other activities of GOLDEN STATE GRIND in perpetuity.

I have read this Release of Liability and Waiver 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.

By clicking the submit button you consent to all the terms stated above by the GOLDEN STATE GRIND and waive all rights due to accident, injury or death. The submit button is considered your understanding, signature and/or signing the Release of Liability and Waiver Agreement