

**DIAMOND DREAMS BASEBALL ACADEMY**  
**PARTICIPATION AUTHORIZATION, MEDICAL RELEASE FORM AND**  
**RELEASE OF LIABILITY AND NEGLIGENCE CLAIMS**

NOTICE: This is a legally binding agreement. By signing this agreement, I contractually agree to never bring a lawsuit, claim or other court action to recover compensation or obtain any other remedy for any negligent act or omission causing injury to my child, or to myself, however caused, arising out of my child's voluntary participation in any of the community based amateur youth recreational baseball leagues, tournaments, games, practices, clinics or events operated by or in affiliation with any of the RELEASEES named herein. **By signing this agreement, I also agree and acknowledge that the leagues, tournaments, games, practices, clinics or events operated by or in affiliation with any of the RELEASEES, in which your child will or may participate, do not constitute commercial activities, and are instead community based amateur youth recreational baseball activities.** I acknowledge and agree that baseball field rentals, if any, does not mean my child is playing at a commercial establishment. I also agree and acknowledge that in addition to volunteers, RELEASEES may also have paid umpires, coaches and/or administrators, but this does not mean RELEASEES are engaged in commercial activity.

**ACKNOWLEDGEMENT OF RISK:**

I HEREBY ACKNOWLEDGE AND AGREE that the sport of baseball and the use of the facilities of RELEASEES named herein risks known and unknown. I have full knowledge of the nature and extent of all the risks associated with baseball, including but not limited to being hit by a baseball or a bat, sliding injuries, collision injuries, fall injuries, including the risk of catastrophic injury or death. I further acknowledge that the above list is not inclusive of all possible risks associated with baseball and that the above list in no way limit the extent or reach of this release and covenant not to sue.

**CONSENT TO EMERGENCY MEDICAL TREATMENT:**

All sports, including baseball pose a risk of severe physical injury to the participants. In the event of a medical emergency resulting from an injury or illness, the instructors, officials, coaches or umpires will endeavor to obtain medical treatment for your child. However, the RELEASEES and their volunteers, employees and agents cannot assume responsibility for acts or omissions of third parties who are called to render treatment.

I recognize the hazards with my child's participation in the baseball activities described herein. I give consent for my child to be rendered emergency medical treatment in the event of injury or illness and agree to be responsible for all costs associated with said treatment.

**RELEASE OF LIABILITY FOR NEGLIGENCE CLAIMS:**

I hereby waive, release, absolve, indemnify and agree to hold harmless all of the RELEASEES named below, and all volunteers, employees, officials and agents thereof; and all other participant teams, coaches, players; and persons transporting the participants to and from activities; and any individual, group, organization or corporation under contract with any RELEASEE, for any claim arising out of any injury or illness to my child or myself, including those resulting from the **NEGLIGENCE** of any volunteer, employee, official, agent or participant in any of the community based amateur youth recreational baseball leagues, tournaments, games, practices, clinics or events operated by or in affiliation with any of the RELEASEES named herein.

**Parent's Initials:** \_\_\_\_\_

This is to certify that I, as parent/guardian with legal responsibility for my child, in consideration for our voluntary decision to participate in the community based amateur youth recreational baseball activities described herein, do consent and agree to his/her release as provided above of all the RELEASEES, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to release, indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM A NEGLIGENT ACT OR OMISSION OF ANY RELEASEE**, to the fullest extent permitted by law, including, but not limited to, claims of negligent supervision, negligent monitoring, negligent staffing/hiring, negligent inspection of premises or equipment, or any alleged failure to enact or maintain adequate safety precautions, or failure to provide adequate or timely medical care or transport, or any other theory of negligence liability.

**AUTHORIZATION FOR USE OF PHOTOGRAPHS:**

I grant the released parties the right to photograph and/or videotape my child and further to use said child's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising, promotional, website and commercial materials without reservation or limitation

**RELEASEES:**

I hereby acknowledge that the terms of this Release apply to any and all of the government and private sector entities and organizations named below, including their parks and recreation departments, all of whom are involved in the ownership, maintenance and/or the operation of the community based amateur youth recreational baseball fields, facilities, leagues, tournaments, games, practices, clinics or events in which my child will or may be voluntarily participating:

Miami-Dade County, The City of Miami, The City of South Miami, Diamond Dreams Baseball Academy, DD Park, Westwood Park, Tamiami Youth Baseball Association, Miami Friends Baseball League, South Miami Youth Baseball League, All Angels Academy, Glades Baseball & Softball League, USSSA, Sluggers Batting Cages and any other organization providing facilities or involved in the operation of RELEASEES baseball activities that my child will or may participate in.

**ATTACH COPY OF PLAYER'S BIRTH CERTIFICATE TO THIS FORM**

I, \_\_\_\_\_, Parent or Legal Guardian of  
(Print Name of Parent or Legal Guardian)

\_\_\_\_\_, a minor, whose date of birth is \_\_\_\_\_,  
(Print Name of Player)

do hereby agree and consent to all of the above on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Month) (Year)

\_\_\_\_\_  
Signature of Parent or Legal Guardian