

**The Fox Foundation, Inc.  
4846 W. Gandy Blvd.  
Tampa, FL 33611**

**LIABILITY RELEASE AND WAIVER**

**Release and Waiver of Liability for Injury and Property Damage with Authorization for Medical Treatment**

I, the undersigned, am fully cognizant that engaging in any sport or physical activity includes the inherent and substantial risk of personal injury. I attest that my student-athlete, XXXXXXXXXXXXXXXXXXXXXXXXXXXX, is presently in excellent physical condition and may participate in all physical activities associated with this Event and, in return for allowing him/her to participate in this Event, I agree to assume the complete risk of and responsibility for any injury that may result from his/her participation in it.

If the student-athlete registering herein has any pre-existing health-related medical conditions, allergies, diseases, etc. that could potentially prohibit, prevent, or limit him/her from participating in events such as this, please advise us of them here:

I acknowledge that by signing this Agreement, I am voluntarily assuming risks, and agreeing to hold harmless, indemnify, not to sue, and release from liability, the organizer of the Event, the Fox Foundation, and all the Fox Foundation directors, officers, employees, volunteers, sponsors, advertisers, parent organizations, subsidiaries, affiliates, agents, insurers, facility owners of the premises used, promoters, vendors, service providers, and related independent contractors (collectively, "Releasees"), and that I am giving up substantial legal rights. This Agreement is a contract with legal and binding consequences, and it applies to all games, camps, fundraisers, practices, and/or related activities associated with the Event, regardless of whether or not specifically listed above. I have read this document carefully before signing, and I understand what it means and what I am agreeing to by signing.

I UNDERSTAND AND ACKNOWLEDGE THAT BASEBALL AND/OR THE EVENT INVOLVE INHERENT RISKS AND DANGERS—BASEBALL IS AN INHERENTLY DANGEROUS ACTIVITY, AND I FULLY REALIZE THE DANGERS OF PARTICIPATING IN THIS/THESE EVENT. I ALSO UNDERSTAND THAT BY PARTICIPATING IN THE EVENT AND PRE-/POST-EVENT ACTIVITIES, THE STUDENT-ATHLETE IS EXPOSED TO THE POSSIBILITY OF SERIOUS INJURY OR EVEN DEATH, AS WELL AS DAMAGE TO PROPERTY. THESE POSSIBLE INJURIES, ILLNESS, DEATH, AND/OR DAMAGES MAY RESULT FROM THE STUDENT-ATHLETE ACTIONS OR INACTIONS, AS WELL AS THE ACTIONS OR INACTIONS OF OTHERS, THE RULES OF PLAY, AND THE CONDITION OF THE FACILITIES AND/OR EQUIPMENT. FURTHER, THERE MAY BE OTHER RISKS NOT KNOWN TO ME AND NOT REASONABLY FORESEEABLE AT THIS TIME. I, ON BEHALF OF MY STUDENT-ATHLETE, HAVE CONSIDERED THE NATURE AND EXTENT OF THE RISKS INVOLVED, AND, ON BEHALF OF MY STUDENT-ATHLETE, I KNOWINGLY AND VOLUNTARILY ACCEPT THESE STATED RISKS AND FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. I ADDITIONALLY CONSENT TO TREATMENT IN THE EVENT OF AN EMERGENCY OR OTHER INCIDENT IN WHICH, IN THE REASONABLE JUDGMENT OF THE ON-SITE PERSONNEL, I REQUIRE MEDICAL CARE. I UNDERSTAND AND AGREE THAT I AM SOLELY RESPONSIBLE FOR ALL COSTS RELATED TO SUCH MEDICAL TREATMENT AND ANY RELATED MEDICAL TRANSPORTATION. I HEREBY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS THE FOX FOUNDATION FROM ANY CLAIM BASED ON SUCH TREATMENT OR OTHER MEDICAL SERVICES.

I hereby for myself and on behalf of my Student-Athlete, insurers, successors and assigns, agree as follows:

**On behalf of my Student-Athlete, I hereby waive, release, discharge, hold harmless, and promise to indemnify and not to sue the Releasees, their officers, agents, officials, employees, successors, and/or assigns from any and every claim or right of action of any kind or nature, including claims arising from the Releasees' own negligence, which arises out of or results from my participation in this Event. I also agree to indemnify and hold harmless the Fox Foundation from all such claims or rights of action, including costs, monetary loss or expense in any way related to or arising out of those claims or rights of action, including attorney fees.**

**It is my intention that this Agreement, and the indemnity and hold harmless provision described above, shall cover any claim or demand for injury to, illness, or death of any person, or any damage to or destruction of any property, or any claim or demand of any kind or nature whatsoever including but not limited to, injury to, illness, or death of any person or damage to or destruction of any property, any damage to my reputation, business, or business relationships, which may arise out of any acts or omissions of the Fox Foundation, its officers, agents, officials, employees, successors, and/or assigns, even if said act or omission would be considered negligent under applicable circumstances.**

I grant permission and authorization for my student-athlete to receive first aid or medical treatment as needed and, to the same extent and scope as previously mentioned, I also agree to release (indemnify and hold harmless) said parties from any and all claims whatsoever which may be attributable to the receipt of said treatment rendered in connection with (and/or arising out of participation in) such event.

I affirmatively swear that I am the parent or legal guardian of the previously named participating student-athlete and do hereby execute this liability release and waiver on behalf of that individual. I agree that the terms of this release are binding on my student-athlete and me. I am of legal age and am freely and voluntarily signing this document without inducement from any party.

In addition, I understand that engaging in any sport or physical activity includes the inherent and substantial risk of personal injury or property damage. With respect to same, I voluntarily grant permission and authorization for my student-athlete to participate in this Event and agree to assume the complete risk of and responsibility for any injury or damage that may result from (or be related to) his/her participation.

I also grant permission and authorization to the physicians, athletic trainers and medical consultants of this Event to evaluate and treat any injuries that may occur during my student-athlete's participation in it. In addition, I understand that they have the authority to prohibit or eliminate my student-athlete from participation (because of either an injury or any risk of liability to anyone associated with this Event).

**MEDIA RELEASE:** The Fox Foundation desires to use and publicize the name, likeness, and other characteristics of the individual(s) named below for advertising, promotion, and other purposes. In exchange for the intangible value I will gain by participating in the Fox Foundation's Event, the receipt and sufficiency of which I hereby acknowledge, I give the Fox Foundation my permission for use and publicity for such purposes. I understand that the Event may be photographed, videotaped, or otherwise recorded, and I agree that the Fox Foundation may use my name and likeness (in any form without regard to distortions of character, form, or color, or any other alteration) in photographs, videotapes, audiotapes, and other media, without any additional consideration to me or to any third party. I also understand that my signature may be required upon certain merchandise without any additional consideration to me or to any third party. I hereby grant to the Fox Foundation the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of the Fox Foundation or its affiliates, at this Event or any future Events I participate in at the Fox Foundation, with all advertising rights reserved by the Fox Foundation. I agree that the Fox Foundation has complete ownership of such material and can use said material for any purpose, including, but not limited to, videos, publications, advertisements, news releases, television, movies, websites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any additional compensation for the use of such images, video, likeness, etc. I hereby release and discharge the Fox Foundation, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name, likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. This release shall be binding upon me and my heirs, legal representatives, and assigns.

This Agreement embodies the entire agreement of the parties. No modification of this Agreement shall be of any effect unless it is made in writing and signed by all of the parties to the Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, that term or provision's invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render that term or provision unenforceable in any other jurisdiction. This Agreement is being made and entered into under the laws of the state of Iowa and shall be governed and interpreted in accordance with the laws of said state. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Linn County, Iowa and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOX FOUNDATION.

Student-Athlete's Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Emergency phone number: \_\_\_\_\_