



# Agreement to Participate With Waiver and Release of Liability

**DISCLAIMER:** COOPERSTOWN DREAMS PARK AND AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING OR IN ANY OTHER WAY INVOLVED IN COOPERSTOWN DREAMS PARK ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE COOPERSTOWN DREAMS PARK OR ITS AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, THE OWNERS AND LESSORS OF THE PREMISES AND ALL OTHERS WHO ARE INVOLVED.

In consideration of my being allowed to participate in any way in Cooperstown Dreams Park programs, related events and activities, **I hereby release and covenant not-to-sue Cooperstown Dreams Park**, and any of their employees, instructors or agents, **from any and all present and future claims resulting from ordinary negligence on the part of Cooperstown Dreams Park or others listed** for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction at the Cooperstown Dreams Park programs and activities incidental thereto, wherever, whenever or however the same may occur. **I hereby voluntarily waive any and all claims resulting from ordinary negligence**, both present and future, that may be made by me, my family, estate, heirs or assigns.

Further, I am aware that baseball is a vigorous team sport at times involving severe cardiovascular stress and violent physical contact. I understand that baseball involves certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to virtually all bones, joints, muscles and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I further understand that baseball involves a particularly high risk of ankle, knee, head and neck injury. In addition, I understand that participation at Cooperstown Dreams Park involves activities incidental thereto, including but not limited to, travel to and from the site activity, participation at sites that may be remote from available medical assistance, and the possible reckless conduct of other campers.

I am voluntarily participating in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. I further agree to indemnify and hold harmless Cooperstown Dreams Park and others listed for any and all claims arising as a result of my engaging in or receiving instruction in Cooperstown Dreams Park programs and activities or any activities incidental thereto, wherever, whenever or however the same may occur.

I give Cooperstown Dreams Park, Inc. or its designee the irrevocable right to take and use my name, picture, likeness, photograph, film, videotape, interviews and/or verbal statement in all forms and media and in all manners for any advertising, promotional, Internet (website, webcasting and broadband broadcasting), TV and/or publicity purposes of Cooperstown Dreams Park, Inc.

I waive any rights I may have in connection with any use of the material, including any right to inspect or approve the finished use, including any written copy that may be created in connection with such use.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of New York and agree that if any portion is held invalid the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in the state of New York.

(Continued on other side)

**Agreement to Participate With Waiver and Release of Liability (Continued)**

I further acknowledge that I fully have reviewed and understand all of the documents in the Umpire's Kit and/or Team Guide (Coach's Kit and/or Parent's/Camper Kit) and all forms that I have executed to qualify myself and/or my child to participate at Cooperstown Dreams Park.

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**CAMPER... READ AND SIGN**

I affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Cooperstown Dreams Park or any of the parties listed above.

X \_\_\_\_\_  
NAME OF CAMPER (PRINT)

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
SIGNATURE OF CAMPER

**FOR PARENTS/GUARDIANS OF CAMPERS OF MINORITY AGE (UNDER AGE 18 AT THIS TIME OR REGISTRATION)**

This is to certify that I, as parent/guardian with legal responsibility for this camper, have indeed read the above waiver and agreement to participate and agree to his/her release as provided of all the releases and for myself, my heirs, assigns and next of kin, I release and agree to hold harmless the liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, EVEN IF ARISING FROM THEIR ORDINARY NEGLIGENCE, to the fullest extent permitted by the law.

I further agree to instruct my/our minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If the minor child does not comply, I will remove my child from participation and bring such to the attention of the nearest Dreams Park official immediately.

I further agree, as parent/guardian, that the above camper is adequately covered by my own personal health or athletic participant liability insurance while at Cooperstown Dreams Park.

X \_\_\_\_\_  
NAME OF PARENT/GUARDIAN SIGNATURE

X \_\_\_\_\_ Date Signed \_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

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**COACH/UMPIRE ... READ AND SIGN**

I affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for the ordinary negligence of the Cooperstown Dreams Park or any of the parties listed above.

I further agree that I, as a coach/umpire, have adequate personal health or athletic participant liability insurance to cover my participation while at Cooperstown Dreams Park.

X \_\_\_\_\_  
NAME OF COACH/UMPIRE (PRINT)

X \_\_\_\_\_ Date Signed: \_\_\_\_\_  
SIGNATURE OF COACH/UMPIRE