

DIRT BRO USA ELITE INFIELD ACADEMY

2026 NATIONWIDE PARTICIPANT WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
MEDICAL AUTHORIZATION, INDEMNIFICATION AND MEDIA RELEASE

Participant Name: _____	Date of Birth: _____
Parent/Legal Guardian: _____	Relationship: _____
Address: _____	City/State/ZIP: _____
Phone: _____	Email: _____
Emergency Contact: _____	Emergency Phone: _____
Camp City/State: _____	Camp Date(s): _____

1. Voluntary Participation and Assumption of Risk

I understand that participation in baseball or softball instruction and related camp activities is voluntary and involves inherent and other risks. These activities may include, without limitation, throwing, catching, fielding, hitting, running, sliding, diving, agility work, warm-ups, conditioning, demonstrations, competitions, use of bats, balls, screens, nets and other equipment, and movement on natural grass, dirt, turf, indoor surfaces or other facilities. Risks may arise from the participant's actions or inactions, the actions or inactions of others, contact with balls, bats, equipment or persons, overexertion, dehydration, heat, cold, lightning, rain, uneven or slippery surfaces, facility conditions, equipment failure, transportation connected with emergency care, and other known or unknown conditions. These risks include property damage, illness, concussion, serious bodily injury, permanent disability, paralysis and death. I knowingly and voluntarily accept and assume all such risks, whether known or unknown, to the fullest extent permitted by applicable law.

2. Health, Fitness and Disclosure

I certify that the participant is physically and medically able to participate, except for conditions disclosed in writing before camp. I agree to provide complete and accurate information regarding allergies, medical conditions, medications, activity restrictions and emergency needs. I understand that Dirt Bro USA does not provide medical insurance for participants and that I am responsible for determining whether additional medical clearance is appropriate.

3. Release and Waiver of Claims

In consideration for being permitted to participate, I, on behalf of myself and, where legally permitted, the participant and our heirs, estate, representatives, successors and assigns, release and waive claims against Dirt Bro USA LLC, Dirt Bro USA, Trent Mongero, Taber Mongero, and each of their owners, officers, directors, members, managers, employees, coaches, instructors, independent contractors, volunteers, agents, affiliates, sponsors, vendors, host organizations, schools, colleges, universities, municipalities, facility owners and operators, and each of their respective representatives (collectively, the "Released Parties") for injury, death, illness, loss or property damage arising from or related to participation, including claims based on the ordinary negligence of a Released Party, but only to the maximum extent such a release is permitted by the law that applies. This agreement does not release claims that cannot lawfully be released, including claims based on gross negligence, reckless or willful misconduct, intentional wrongdoing, or violations of law where such claims may not be waived.

4. Covenant Not to Sue and Indemnification

To the fullest extent permitted by applicable law, I agree not to bring or maintain a claim covered by this agreement against a Released Party. I further agree to defend, indemnify and hold harmless the Released Parties from claims, liabilities, damages, judgments, costs and reasonable attorneys' fees arising from the participant's conduct, violation of camp rules, damage caused by the participant, or claims brought by or through me that were validly released under this agreement. Any indemnification obligation concerning a minor applies only to the extent permitted by the law of the state where the camp occurs.

5. Parent or Legal Guardian Consent for Minors

If the participant is under the age of majority in the state where the camp is held, I represent that I am the participant's parent or legal guardian and have authority to sign this agreement. I consent to the minor's participation and agree to all provisions on my own behalf. To the extent permitted by applicable law, I also agree to the release, covenant not to sue and indemnification provisions on behalf of the minor. I understand that state law differs regarding whether a parent or guardian may release a minor's claims, and this agreement is intended to be enforced only to the maximum extent allowed in the applicable jurisdiction.

6. Emergency Medical Authorization

If an injury or medical emergency occurs, I authorize Dirt Bro USA personnel and the host facility to provide or arrange reasonable first aid, athletic training services, emergency medical services, ambulance transportation, physician care, hospital care and other treatment considered reasonably necessary. I understand that reasonable efforts will be made to contact the emergency contact listed above, but treatment may be obtained before contact is made when circumstances require. I accept financial responsibility for all resulting charges and authorize the release of relevant medical information to emergency personnel as necessary for treatment.

7. Concussion, Injury Reporting and Return to Activity

I agree that the participant will immediately report pain, illness, suspected concussion or other injury. I understand that camp personnel may remove a participant from activity and may require written medical clearance before return. I agree to follow all return-to-play directions and acknowledge that no representation is made that camp personnel can identify or prevent every injury.

8. Communicable Illness and Public Health

I agree that the participant will not attend or continue participating while experiencing symptoms of a contagious illness or while subject to an applicable isolation or exclusion requirement. I understand that participation may involve exposure to communicable illnesses despite reasonable precautions.

9. Rules, Conduct and Removal

I agree that the participant will follow camp, facility and safety rules; instructions from coaches and staff; and all applicable laws and policies. Dirt Bro USA may limit or end participation, without creating liability, when staff reasonably believe conduct presents a safety risk, disrupts camp, damages property, violates policy or is otherwise inappropriate. Refund eligibility, if any, remains governed by the published registration and refund policy.

10. Media Release

I grant Dirt Bro USA and its designees permission to photograph, record and use the participant's name, image, likeness, voice and performance in photographs, video, audio, livestreams, websites, social media, advertisements, educational content, print materials and other promotional or commercial media, without additional notice or compensation. I waive any right to inspect or approve the finished use. Where required by law, this permission may be revoked prospectively by written notice, but revocation will not affect materials already produced or published.

11. Electronic Communications and Signatures

I consent to receive camp-related communications by email, telephone or text message, including schedule, weather, safety and location updates. I agree that an electronic signature, typed signature, checkbox acceptance or digital acceptance record may be used and will have the same effect as a handwritten signature to the extent permitted by applicable law.

12. Nationwide Application; Applicable Law and Venue

This agreement is intended for camps conducted anywhere in the United States. Because waiver law differs among states, each provision shall be interpreted and enforced to the maximum extent permitted by the law of the state in which the applicable camp is physically conducted, without expanding any waiver beyond what that state permits. Unless applicable law requires otherwise, any lawsuit relating to the camp or this agreement shall be brought in a state or federal court located in or serving the county and state where the camp occurred. The parties consent to personal jurisdiction there. No choice-of-law or venue provision shall eliminate a protection or right that cannot lawfully be waived.

13. Severability, Reformation and Entire Agreement

If any provision is found invalid, illegal or unenforceable, it shall be severed or narrowed only as much as necessary, and the remaining provisions shall remain in effect. A court may reform a provision to the maximum lawful scope where permitted. This agreement, together with the applicable registration, refund and camp policies, is the entire agreement concerning the subjects addressed and may be changed only in a written document authorized by Dirt Bro USA.

IMPORTANT ACKNOWLEDGMENT: I HAVE READ THIS AGREEMENT CAREFULLY. I UNDERSTAND THAT IT INCLUDES AN ASSUMPTION OF RISK, A RELEASE OF LIABILITY, A COVENANT NOT TO SUE, INDEMNIFICATION OBLIGATIONS, MEDICAL AUTHORIZATION AND A MEDIA RELEASE. I UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL LEGAL RIGHTS. I SIGN FREELY AND VOLUNTARILY AND HAVE HAD THE OPPORTUNITY TO ASK QUESTIONS AND SEEK LEGAL ADVICE.

Participant Printed Name: _____	Date: _____
Participant Signature (18 or older): _____	Date: _____
Parent/Legal Guardian Printed Name: _____	Relationship: _____
Parent/Legal Guardian Signature: _____	Date: _____

#DoingDirtWork