Name and Likeness Release. In consideration for me being permitted to participate in an event (the “Event”) Wagner College Baseball. I hereby grant permission to Wagner College, SIUH Community Ballpark baseball and its affiliated companies (the “Team”) to utilize my name, voice and likeness (including but not limited to a videotape of my appearance at the Event) in any and all manner and media, now known or hereafter developed, throughout the world in perpetuity.

Assumption of Risk. I understand that I will be engaging in activities that may involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I assume all of the foregoing risks including the risk of any negligence by other participants, the Team or any of the organizers or volunteers of the Event and the risk of injury caused by the condition of any property, facilities or equipment used during the Event. Release. I hereby release and forever discharge and agree to save and hold harmless the Team, the owners and lessors of the company, the local municipality and each of their respective affiliated companies, volunteers associated or affiliated with the Event, the organizers of the Event and each of their respective officials, owners, partners, directors, officers, employees and agents, and the other participants in the Event (each such entity or individual being referred to as a “Released Party”) of and from any and all injuries (including personal injury, disability, dismemberment, death and damage to property), illness losses, damages, claims, liabilities or expenses of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that I or my property may suffer that are caused or alleged to be caused in whole or in part by the action, negligence, failure to act or condition of the property, facilities or equipment of any Released Party and that arise out of or in connection with the Event or my participation therein or attendance thereat. Medical Treatment. In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so. I represent that I have freely and voluntarily signed this waiver and release and understand its full legal effect.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF THE PERSON EXECUTING THE ABOVE WAIVER AND RELEASE IS A MINOR, THE FOLLOWING MUST BE COMPLETED: I represent that I am a parent or guardian of the minor who has signed the above release, and I hereby agree that we both will be bound thereby.

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Relationship to Minor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wagner College Baseball Liability Release: In consideration of your accepting my or my child’s participation in the Program, I do hereby for myself, my child, my heirs, executors and administrators waive, release and discharge Wagner College, its officials and employees, successors and assigns, from any and all rights and claims for damages I or my child may have against Wagner College, its officials and employees, successors and assigns, for any and all injuries suffered by myself or my child in our participation in the Program. I agree to hold harmless and defend D1 Built, its officials, employees, successors and assigns, from any and all personal injuries and property damages sustained by others by reason of our participation in the Program. I understand that no health and/or accident insurance is provided by Wagner College Baseball. I accept full responsibility for obtaining the same or for the payment of all expenses in the absence of such insurance. I agree that Wagner College shall have the right to enforce activity rules and terminate participation for failure to comply. Likewise, I grant the right to use my/our name, image and photograph, including composite or modification representations in publications, brochures, newsletters, reports, website and any and all other material relating to D1 Built. I waive the right to inspect or approve versions of my/our image used for publication or the written copy that may be used in connection with the image. I fully release, indemnify and hold harmless D1 Built for any liability for actions taken on our behalf as well as for use of name or image as set forth herein.

Name of Camper: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Participant/Parent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_