Participant Waiver and Hold Harmless Agreement
Eversole Baseball Camps LLC

Eversole Baseball Camps LLC is sponsoring the following Baseball camp. As a condition of allowing participation in the Activity, Eversole Baseball Camps LLC requires all participants (or their guardians if the participant is under age 18) to sign this Participant Waiver and Hold Harmless Agreement. By signing this Agreement, the undersigned agrees to the following:

1. I am Fully aware of the inherent risks involved with the activity and travel relating to the Activity, including but not limited to bodily injury, paralyzing injuries, or even death. I chose to voluntarily participate in the activity with full knowledge that the activity may be hazardous to me and my property
2. I understand the activity may involve physically strenuous activities. I know of no medical reason why I should not participate
3. I hereby accept and assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained as a result of participating in the activity including injuries sustained as a result of negligence of Eversole Baseball Camps LLC or its representatives.
4. I hereby release and agree to indemnify and hold harmless Eversole Baseball Camps LLC and its affiliates, trustees, officers, employees, agents and contractors from and against any and all manner of actions, causes of action, suits and claims for damages of any kind, including claims for damages of any kind (including attorneys' fees and costs) arising out of personal injury, death, property damage or other damage or loss (collectively "Losses"), that result from or arise in connection with my participation in the activity, or that occur while I am on the premises owned or leased by Eversole Baseball Camps LLC. THIS RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT ALSO INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE (EXCEPT GROSS NEGLIGENCE) OF THE PARTIES RELEASED ABOVE OR INJURIES RESULITNG FROM THE EXERCISE OF JUDGMENT MADE IN GOOD FAITH.
5. I understand that Eversole Baseball Camps LLC maintains commercial general liability insurance, which includes a Medical Payments for Participants benefit (excess coverage, up to $25,000 per occurrence) for injuries sustained during the activity. I understand this is not comprehensive accident or health insurance, and that I am responsible for maintaining my own health insurance coverage for injuries that may occur during participation.
6. It is my express intent that this waiver and hold harmless agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives, If I am deceased, and shall be governed by the laws of the State of Ohio.
7. **I acknowledge and represent that I have carefully read this agreement and understand the agreement, the matters being released and my obligations hereunder.** I Execute this document voluntarily, for full, adequate and complete consideration fully intending to be bound by the same, now and in future.

SIGNED this _____ day of _____, 20____.

_____ _____

Participant/Parent/ Guardian Signature **Witness Signature**

_____ _____

Parent/Guardian Printed Name(if minor) **Witness Printed Name**