

## **Waiver and Release for Participation in Activity**

This Waiver and Release Agreement ("Agreement") is made by and between the GHS Diamond Club Inc. (hereinafter the "Released Party") and the adult/guardian or individual identified (hereinafter "Adult") as that who is executing this Agreement personally and on behalf of themselves and/or on behalf of any minor children specified hereafter. The Adult and any minor children are collectively referred to hereinafter as the "Releasing Party".

In exchange for participation in the **2025/2026 Baseball Winter Workouts** organized by the Released Party, including any transportation in connection with such Workouts (the "Activity"), the Releasing Party and Released Party (together the "Parties") hereby agree as follows:

1. Releasing Party waives and releases the Released Party, their employees, members, directors, representatives, volunteers, parents, officers, and all other persons or corporations connected therewith (collectively referred to hereinafter as the "Released Parties") to the fullest extent permitted by law, from any and all liability, charges, claims, losses, expenses and damages whether caused by the negligence or fault of Released Parties or otherwise, that arise out of or relate in any way to Releasing Party's participation in the Activity.
2. Releasing Party knows, understands and acknowledges that participation in the Activity constitutes an inherently risky recreational activity that may result in serious injury, injury to third parties, and damage to property. Releasing Party hereby assumes the risk of personal injury and assumes all related risks and voluntarily participates in the Activity.
3. To the extent allowed by law, the Releasing Party hereby indemnifies and covenants to hold harmless the Released Parties from any and all liability, charges, claims, suits, or expenses and damages whether caused by the negligence or fault of Released Parties or otherwise, that arise out of or relate in any way to participation in the Activity.
4. Releasing Party represents that they: (i) Are in good health, and in proper physical condition to participate in the Activity and (ii) Do not have any preexisting conditions which would make Releasing Party unfit to participate in the Activity. It is the Releasing Party's responsibility for knowing his/her physical and medical limitations and should consult a physician prior to participation in the Activity.
5. Releasing Party hereby covenants not to sue Released Parties on account of any and all liability, charges, claims, suits, expenses and damages whether caused by the negligence or fault of Released Parties or otherwise, that arise out of or relate in any way to participation in the Activity.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to any conflict of law rules of another state.

7. Adult represents and warrants that she/he was given ample opportunity to read and review this Agreement, and understands its content. Adult further represents and warrants that he/she is the parent or legal guardian of any minor participating in the Activity, and that she/he has and will maintain adequate medical or other insurance to cover and pay for any possible injury that may occur to the Releasing Party and/or third parties that arise out of participation in the Activity.

**SIGNATURES**

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Signature of Activity Participant	Date	Printed Name of Activity Participant
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Signature of Adult/Releasing Party	Date	Printed Name of Adult/Releasing Party

**Released Party: GHS Diamond Club Inc.**