

CRUSH YOUTH BASEBALL

2026–2027 SEASON PARTICIPANT AGREEMENT, ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION, AND EMERGENCY MEDICAL AUTHORIZATION

IMPORTANT: THIS IS A LEGAL DOCUMENT. BY SIGNING IT, THE PARENT OR LEGAL GUARDIAN ACKNOWLEDGES AND ACCEPTS RISKS ASSOCIATED WITH YOUTH BASEBALL AND RELEASES CERTAIN LEGAL CLAIMS, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES.

PLEASE READ IT CAREFULLY BEFORE SIGNING.

1. Participant information

Player's full legal name: _____

Parent/legal guardian name: _____

Home address: _____

City, state and ZIP: _____

Parent/guardian telephone: _____

Parent/guardian email: _____

This Agreement applies to the Player's participation in Crush Youth Baseball during the **2026–2027 season**, including all tryouts, evaluations, practices, training sessions, workouts, camps, clinics, games, scrimmages, tournaments, team meetings, fundraisers, celebrations, volunteer activities, facility use, team-sponsored events and other related activities, whether conducted indoors or outdoors and whether occurring at a facility owned, leased, rented, permitted or otherwise used by Crush Youth Baseball. These activities are collectively referred to as the "**Program.**"

2. Authority and voluntary participation

I certify that I am the Player's parent or legally authorized guardian and have authority to enter into this Agreement on the Player's behalf. I voluntarily request and authorize the Player to participate in the Program. I understand that participation is optional and that the Player may

decline to participate or withdraw from the Program, subject to the organization's written registration, payment and refund policies.

3. Acknowledgment of baseball-related risks

I understand that baseball, softball-style training, conditioning and related recreational activities involve inherent and other risks that cannot be completely eliminated, even when reasonable safety measures are used.

These risks include, without limitation:

- Being struck by a pitched, thrown, batted or deflected ball;
- Being struck by or coming into contact with a bat, helmet, base, fence, net, pitching machine, training aid or other equipment;
- Collisions or contact with players, coaches, officials, spectators or other persons;
- Sliding, diving, running, jumping, throwing, catching, pitching and repetitive-motion activities;
- Falls, trips, slips and uneven, wet, hard, artificial or natural playing surfaces;
- Sprains, strains, fractures, dislocations, cuts, bruises and dental or facial injuries;
- Eye injuries, including loss or impairment of vision;
- Concussions, traumatic brain injuries and other head, neck or spinal injuries;
- Heat exhaustion, heat stroke, dehydration, sun exposure, cold exposure and weather-related conditions;
- Allergic reactions, asthma attacks or complications from preexisting medical conditions;
- Exposure to communicable illnesses;
- Defective, improperly fitted or misused personal equipment;
- Acts or omissions of other participants or third parties;
- Limited or delayed access to emergency medical care;
- Permanent disability, paralysis or death; and
- Other risks that may be known or unknown, foreseeable or unforeseeable.

I understand that protective equipment may reduce, but cannot eliminate, the possibility or severity of injury.

4. Assumption of risk

On behalf of myself and the Player, I knowingly and voluntarily accept and assume all inherent and ordinary risks associated with the Program, including risks arising from field conditions, equipment, weather, physical exertion, the conduct of other participants and the ordinary negligence of the Released Parties, as defined below. I accept responsibility for deciding whether the Player is physically and emotionally capable of participating in each activity. I will instruct the Player to immediately report any injury, illness, pain, dizziness, concussion symptoms, unsafe condition or concern to a coach or authorized Program representative.

5. Release and waiver of liability

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I, ON BEHALF OF MYSELF, THE PLAYER, AND OUR RESPECTIVE HEIRS, ESTATE, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, RELEASE, WAIVE AND DISCHARGE

THE RELEASED PARTIES FROM CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, LOSSES OR LIABILITIES ARISING OUT OF OR RELATED TO THE PLAYER'S PARTICIPATION IN THE PROGRAM, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE, INCLUDING PASSIVE OR ACTIVE NEGLIGENCE, OF A RELEASED PARTY.

For purposes of this Agreement, **"Released Parties"** means:

- Crush Youth Baseball and any affiliated team, program or operating entity;
- The organization's directors, officers, employees, coaches, assistant coaches, trainers, instructors, managers, team parents, volunteers and representatives;
- Sponsors, vendors, contractors and event organizers;
- Leagues, tournament operators and sanctioning organizations;
- Owners, lessors, licensors and operators of fields, facilities and premises used by the Program;
- Municipalities, school districts, public agencies and private property owners providing facilities or services; and
- Each of their respective officers, employees, agents, volunteers, insurers, successors and assigns.

This release includes claims involving bodily injury, illness, disability, death, emotional distress, medical expenses, loss of services, property damage or other loss connected with the Program.

This Agreement is not intended to release or waive liability that cannot legally be released, including liability for gross negligence, reckless conduct, willful misconduct or intentional wrongdoing.

6. Covenant not to sue

To the fullest extent permitted by law, I agree not to bring or maintain a lawsuit, arbitration, administrative claim or other legal proceeding against a Released Party for a claim that has been released under this Agreement. Nothing in this section prevents the reporting of suspected misconduct, child abuse, criminal conduct or a safety concern to law enforcement, child-protection authorities, a governing body or another appropriate agency.

7. Indemnification and responsibility for third-party claims

To the fullest extent permitted by law, I agree to defend, indemnify and hold harmless the Released Parties from third-party claims, liabilities, damages, judgments, costs and reasonable attorneys' fees arising from:

- The Player's intentional, reckless or materially improper conduct;
- My own intentional, reckless or materially improper conduct;
- A material violation of Program rules by me or the Player;
- Damage caused by me or the Player to property belonging to another person; or
- Materially false or incomplete information that I provide regarding my authority, the Player's medical condition or the Player's eligibility.

This indemnification provision is not intended to require indemnification of a Released Party for that party's gross negligence, reckless conduct, willful misconduct or intentional wrongdoing.

8. Health certification and disclosure

I certify that, to the best of my knowledge, the Player is physically and emotionally able to participate safely in the Program except as disclosed below.

Allergies, medical conditions, medications, physical limitations or other information coaches should know:

I understand that Crush Youth Baseball personnel are not physicians and cannot determine whether the Player is medically fit to participate. I am responsible for consulting an appropriate licensed health care provider when needed. I agree to promptly notify the Program in writing if the Player's health condition, medications, limitations or emergency information materially changes.

9. Injury, concussion and return-to-play requirements

I understand that the Player must immediately stop participating and inform a coach when injured, ill or experiencing possible concussion symptoms. I authorize Crush Youth Baseball to remove the Player from an activity whenever a coach, official, trainer or authorized representative reasonably believes that the Player may be injured, ill, impaired or unable to participate safely. I agree that the Player will not return to participation after a suspected concussion or other significant injury until all legally required conditions and Program return-to-play requirements have been satisfied. When requested, I will provide written clearance from an appropriately licensed health care professional before the Player returns. I will not knowingly permit or encourage the Player to conceal an injury or continue participating contrary to medical advice or Program instructions.

10. Emergency medical authorization

If I cannot be reached promptly during an emergency, I authorize Crush Youth Baseball personnel and other responsible adults to:

- Provide reasonable first aid;
- Contact emergency medical services;
- Arrange ambulance or other emergency transportation;
- Permit evaluation and treatment by emergency medical personnel, physicians, hospitals or other licensed providers; and
- Take other reasonable actions believed necessary to protect the Player's health or safety.

I understand that Crush Youth Baseball does not guarantee the availability, quality or outcome of medical care. I accept financial responsibility for medical evaluation, transportation, treatment, prescriptions and related expenses incurred for the Player, except to the extent those expenses are paid by applicable insurance or are legally the responsibility of another party.

Preferred hospital or medical provider, if any: _____

Health insurance company: _____

Member/policy number: _____

Primary physician: _____ **Telephone:** _____

11. Insurance acknowledgment

I understand that I am responsible for maintaining appropriate primary health and medical insurance for the Player.

I understand that any accident medical or liability insurance maintained by Crush Youth Baseball:

- Is governed exclusively by the terms, conditions, limitations, deductibles and exclusions of the applicable insurance policy;
- May be secondary or excess to other available insurance;
- May require timely incident reporting, claim submission and supporting documentation;
- May not cover every activity, person, injury, expense or claim; and
- Is not expanded or modified by this Agreement or by any statement made by a coach, volunteer or representative.

I agree to promptly report an injury to an authorized Crush Youth Baseball representative and cooperate in completing any incident or insurance claim documentation.

12. Transportation

Unless Crush Youth Baseball expressly provides organized transportation in writing, I understand that transportation to and from Program activities is the responsibility of the parent or legal guardian.

I understand that personal vehicles, carpools and independently arranged transportation may not be insured or controlled by Crush Youth Baseball. A coach, volunteer, parent or other individual who provides transportation does so separately from the Program unless expressly authorized otherwise in writing. I am responsible for determining whether any driver, vehicle, restraint system and transportation arrangement are safe and appropriately insured.

13. Equipment and safety rules

I agree to provide the Player with properly sized, maintained and legally compliant personal equipment required by the Program, which may include a glove, athletic footwear, protective cup, helmet or other protective gear. I understand that coaches may inspect equipment but are not responsible for guaranteeing that personally supplied equipment is defect-free or appropriate for the Player. The Player and I agree to:

- Follow all safety instructions, codes of conduct and facility rules;
- Use equipment only as directed;
- Refrain from horseplay, fighting, hazing, bullying, harassment or abusive conduct;
- Remain outside restricted areas unless authorized;
- Report damaged equipment and unsafe conditions promptly;
- Follow instructions regarding heat, lightning, air quality and other weather conditions; and
- Cooperate with coaches, officials, medical personnel and facility staff.

I understand that the Player may be removed from an activity or the Program for unsafe conduct or failure to follow rules.

14. Personal property

I understand that Crush Youth Baseball is not responsible for the loss, theft or damage of personal items brought to practices, games, tournaments, facilities or other Program activities, except to the extent caused by conduct for which liability cannot legally be waived.

15. Compliance with participant-protection policies

I acknowledge that the Player and I are subject to Crush Youth Baseball's applicable participant-safety, abuse-prevention, anti-bullying, reporting, background-check, communication, supervision and conduct policies. Nothing in this Agreement limits the organization's mandatory-reporting duties or any person's right to report suspected abuse, misconduct or criminal activity.

16. Season term and continuing effect

This Agreement applies from the date signed through the completion of the 2026–2027 season, including postseason activities and related events occurring before the next season's registration period, unless replaced by a later written agreement. This Agreement applies at every location used for the Program and remains effective even when an event is conducted with another team, league, tournament operator, facility or organization.

17. Governing law and venue

This Agreement will be governed by the laws of the State of California, without regard to conflict-of-law principles. To the extent permitted by law, any legal action relating to this Agreement or the Program must be filed in a court of competent jurisdiction in the California county where Crush Youth Baseball maintains its principal place of business, unless applicable law requires another location.

18. Severability and interpretation

If any provision of this Agreement is found invalid or unenforceable, that provision will be modified or severed only to the minimum extent necessary, and the remaining provisions will continue in effect.

Headings are provided for convenience and do not limit the meaning of any provision.

This Agreement constitutes the complete agreement concerning the subjects addressed herein and may be modified only in a written document authorized by Crush Youth Baseball.

19. Acknowledgment of understanding

By signing below, I acknowledge and agree that:

- I have carefully read this entire Agreement;
- I understand its terms and have had the opportunity to ask questions;
- I understand that it includes an assumption of risk and a release of claims based on ordinary negligence;
- I understand that baseball can result in serious injury, permanent disability or death;
- I sign voluntarily and without coercion;
- I am not relying upon any oral statement that contradicts this Agreement;
- I have authority to sign for the Player; and
- I understand that Crush Youth Baseball is relying on this Agreement in allowing the Player to participate.

REQUIRED SIGNATURES

Player's full legal name: _____

Parent/legal guardian printed name: _____

Relationship to Player: _____

Parent/legal guardian signature: _____

Date signed: _____