

ASSUMPTION OF RISK, WAIVER AND RELEASE

The undersigned ("Player") desires to participate in a certain event known as the Spanaway Lake Baseball Alumni Game (the "Alumni Game") on August 18, 2018 at Spanaway Lake High School in Spanaway, Washington, upon the terms and conditions provided herein.

In consideration of Player being permitted to participate in the Alumni Game, and in further consideration of and in addition to the fee being charged to Player for such participation, the undersigned Player hereby agrees as follows:

1. ASSUMPTION OF RISK. PLAYER HEREBY ACKNOWLEDGES AND AGREES AS FOLLOWS: (A) PLAYER IS PARTICIPATING IN THE ALUMNI GAME VOLUNTARILY AND AT HIS OWN RISK; (B) THE PLAYER'S PARTICIPATION IN THE ALUMNI GAME MAY BE DANGEROUS AND MAY INVOLVE THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE OR LOSS; (C) PLAYER ASSUMES SOLE AND FULL RESPONSIBILITY FOR ANY INJURIES, DAMAGES OR LOSSES SUFFERED BY PLAYER AT OR IN CONNECTION WITH THE ALUMNI GAME.

2. Release and Waiver. Player and his heirs, executors, administrators and assigns (collectively, the "Releasing Parties") hereby release, waive and forever discharge, and covenant and agree not to sue, the Spanaway Lake Monsters Baseball Club, an Washington not-for-profit corporation, its members, Board of Directors, officers, coaches, players, representatives, agents, administrators, attorneys, and assigns (collectively, the "Released Parties") relating to or in connection with any and all actions, causes and causes of action, suits, debts, sums of money, controversies, agreements, promises, damages, judgments, claims, demands, liabilities and obligations, losses, costs and expenses, whatsoever, known or unknown, direct or indirect, at law or in equity, which the Releasing Parties or any of them now have, ever had or hereafter can, shall or may have, against the Released Parties for or by reason of any matter, cause or thing whatsoever occurring, arising out of, related to or in connection with the Alumni Game.

3. Signature and Acknowledgement. Player has carefully read this document and acknowledges that he understands it. This document shall be governed by the laws of the State of Washington. If any portion of this document is held invalid, the rest of the document shall continue in full force and effect. Should any of the Released Parties or anyone acting on his, her or its behalf incur attorneys' fees and costs to enforce any of the terms of this document or otherwise pursue or defend a claim involving a violation of this document by Player, Player agrees to indemnify and hold harmless the Released Parties and the Released Parties shall be entitled to recover and collect from Player any and all such attorneys' fees and costs suffered or incurred by the Released Parties.

Date: _____

Signature of Player _____

Print Name: _____

Address: _____

Email: _____

Cell Phone: _____