



THE 2011 MEMORIAL DAY BASEBALL SHOOTOUT

PLAYER'S WAIVER AND CONSENT

MEN'S SENIOR BASEBALL LEAGUE

One Huntington Quadrangle, Suite 3NO7
Melville, NY 11747

Cardinals Baseball (MSBL/MABL Affiliate)

Warranty of Player's Fitness

The undersigned (hereinafter, "the Player") hereby warrants to the Men's Senior Baseball League, Inc (hereinafter, "the National League"), and Cardinals Baseball (hereinafter, "the Local League) that he is eighteen years of age or over for MABL or thirty five years of age or over for MSBL, is in good physical condition and that he has no impairment or ailment preventing him from engaging in the activities of the National League or the Local League.

Absolute Release of Liability

In consideration of being permitted to participate in the activities of the Local and/or National League, in any manner, including but not limited to playing, practicing, coaching, watching or being on the field or in spectator areas for any purpose whatsoever, and fully understanding that participation in the game of baseball includes the risk of serious personal injury, including death, the undersigned Player fully and absolutely assumes full responsibility for the risk of injury due to participation, weather conditions, playing conditions (including the type of bases, plates and fences and equipment), other participants, of any magnitude including fatality, and does hereby forever absolutely release, even for their own negligence, and agrees to hold harmless the Men's Senior Baseball League, Inc. and Cardinals Baseball. All government bodies and landowners that may sanction or permit the participation in the game of baseball and all employees, other participants, agents, servants, officers, public officials, volunteers, game officials and sponsors from all claims for damage whatsoever of any kind now or in the future.

Player's Participation in National and Local MSBL Leagues

The Player shall participate in the National League as a member on a team called _____, which is a team participating in **Cardinals Baseball Regional Tournament Game(s)**. As a member of the League, the Player shall be eligible to participate in MSBL/MABL Tournaments, as organized by the MSBL/MABL League, according to the regulations promulgated by the MSBL/MABL League. The Player recognizes, as a member of this organization, the authority of the President, Officers, Tournament Director, and the Board of Directors to determine and enforce organizational policy. The Player agrees to abide by all Rules and Regulations as set forth by the League President and the Board of Directors. Failure to abide by all Rules and Regulations could result in suspension or expulsion and possible forfeit of all games in which Rules and Regulations were not abided by. I further acknowledge and understand that there is no guaranteed playing time on any given team associated with regular season and tournament play.

Limitation of Liability

The Player shall participate in the National and/or Local League's programs and/or use any of the National and/or Local League's facilities, services or equipment at his own risk. The Player waives any and all claims, of whatsoever kind or nature, that may arise against the National and/or Local League as a result of the Player's participation in the National League's and/or the Local League's recreational baseball program. The Player also acknowledges recognition of the National and/or Local MSBL/MABL rules and any deviation of "helmet" requirements (the rule being that all batters, base coaches, on-deck batters, and base runners must wear helmets at all times) is at their own risk. The Player assumes all risks and hazards incidental to such participation both during an activity and en route, and do hereby release and waive all claims against Cardinals Baseball, its staff, volunteers, and participants. The Player also acknowledges recognition of the fact that neither medical insurance nor liability insurance is inherent with local league/national membership.

I, the Player, have read this release and understand that it is an absolute release and I freely and voluntarily accept its terms and conditions and completely and fully understand it is binding upon me, my heirs, spouse in interest and assigns.

Executed this _____ day of _____, 20_____

Player's Birth date _____

Player's Signature

Player's Street Address

Player's Name (Print)

City, State, Zip