

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of SOFTBALL, and for other good valuable consideration, I hereby agree to release and discharge from liability arising from negligence Boo De Oliveira Softball Camps, LLC, Purdue University, Purdue University Softball, Purdue University Athletic Department, and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities from them (hereinafter collectively referred to as "Release"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport of SOFTBALL involves know and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises, and other bodily injuries as serious as death, disability or blindness, caused by contact with softballs, bats, other participants, or structures like walls or fences, or caused by uneven ground,; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be limited, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Release. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or mental conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Release from all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Release or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover an injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releases' facility is located and I further agree that the substantive law of the state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
7. I agree and grant permission to Purdue University, Boo De Oliveira Softball Camps, LLC its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of me, or members of my family, for the purpose of publication, promotion, illustration, advertising, or trade, in any manner or in any medium. I hereby release Purdue University, Boo De Oliveira Softball Camps, LLC and its legal representatives from all claims and liability relating to said images or video. Furthermore, I grant permission to use my statements that were given during an interview or guest lecture, with or without my name, for the purpose of advertising and publicity without restriction. I waive my right to any compensation.

By signing this document, I agree that if I get hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the state cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and agree to be bound by its terms.**

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Date _____

PARENT OR GARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Release from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.
Parent or

GuardianSignature _____ **PrintName** _____ **Date** _____
(If notarization is necessary, please sign and stamp this side of form.)