GENERAL PRE-INCIDENT RELEASE, WAIVER AND DISCHARGE – PLEASE READ BEFORE SIGNING

WHEREAS, the Eastern League of Professional Baseball Clubs, Inc., a corporation organized under the laws of Minor League Baseball and a member of the National Association of Professional Baseball Leagues, Inc ("NAPBL"), is a league of professional baseball clubs located and operating in the United States and Mexico; and WHEREAS, the League and its member teams desire to have individuals participating in the **Flying Squirrels and Project Yoga Richmond.**

NOW, THEREFORE, for and in consideration of the promises and covenants mutually exchanged between the parties, it is agreed as follows:

1. The undersigned, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, provided by the Eastern League of Professional Baseball Clubs, Inc., the receipt and sufficiency of such consideration being hereby acknowledged, has released and discharged, and by these present do for his/her agents, heirs, executors, administrators, and assigns release and forever discharge EL and all of its member teams, directors officers, agents and employees from any and all claims, demands, damages, costs, expenses, loss of services, actions and causes of action, arising from any act, omission to act, or or occurrence before, during or after any baseball game, including but not limited to, all acts, omission to act or occurrence before, during, in between, or after any innings of a EL game.
2. Participant, as evidenced by verification below, agree that the foregoing document is a pre-incident General release, Waiver, and Discharge and it is intended by their execution to be as broad and inclusive as is permitted by law and that, if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
3. This Agreement shall be binding upon and inure to the benefit of the parties hereto and as to their respective heirs, personal representatives, beneficiaries, successors and assigns.
4. No provision of this Agreement may be changed, altered, modified or waived except in writing signed by all parties, which writing shall specifically reference this agreement and the specific provision which the parties intend to waive or modify.
5. The parties acknowledge and represent that they have ready this Agreement in full and with advice of counsel, understand and voluntarily consent and agree to each and every provision contained herein.
6. In any dispute relative to the Agreement, the prevailing party shall be entitled to recover from the other part all costs, expenses and reasonable attorney's fees, both at trial and on appeal.
7. This Agreement shall be governed by the laws of the State of Virginia without regard to its conflict of laws provisions. In the event of any action arising hereunder, venue shall be proper in Richmond, Virginia.
8. This Agreement sets forth the entire understanding between the parties and supersedes any and all prior oral or written Agreements, understandings, representations or warranties between the parties, except as specified herein.
9. Should any provision of this Agreement, as set forth herein be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and voice, leaving the remainder of this Agreement in full force and effect.
10. I individually or as a parent/guardian hereby release, covenant not to sue and forever discharge, Richmond Flying Squirrels, from any and all claims and liabilities with regard to my participation in a clinic
11. This Agreement has been drafted through the joint effort of all parties, and, hence, no ambiguity shall be construed against either party.
12. Use of photographs: I/my child/ward further state that Richmond Flying Squirrels are authorized to use my/my child/ward's name and any photographs or videotape of me/my child/ward at the clinic for its promotional purposes without the need to compensate me for such use.

X _____ _____ _____

PRINT NAME AGE EMERGENCY CONTACT NAME / NUMBER

X _____ X _____ _____

PARTICIPANT'S SIGNATURE PARENT'S SIGNATURE IF UNDER 18 DATE