

CAROLINA MUDCATS PROFESSIONAL BASEBALL CLUB PO Drawer 1218 | 1501 NC HWY 39 | Zebulon, NC 27597 PHONE: 919.269.2287 | FAX: 919.269.4910 www.carolinamudcats.com

Carolina Mudcats/Miracle League Clinic

Saturday, August 4, 2018

Come join the Carolina Mudcats players and coaches at an exclusive clinic for Miracle League of the Triangle players! The Clinic's focus will be on the fundamentals of fielding, throwing, base running and hitting at each player's level. The Miracle League will provide some equipment, but each camper should bring a ball glove and, if you like, any other equipment used organized play. Please remember to label ALL equipment. Water and snacks will be provided. An autograph session ends the clinic.

What: Carolina Mudcats & Miracle League of the Triangle Baseball Clinic

Date: Saturday, August 4, 2018

Time: 10:00 a.m. to 12:30 p.m. (Registration begins at 9:30 on 3rd base side of stadium)

Where: Five County Stadium

Deadline to Register: Monday, July 30th, 2018 or until camp is full - Space is limited!

Each participant will receive a lower level box seat ticket to watch the Mudcats vs. the Salem Red Sox that evening at 5:00 p.m. Only parents and siblings will also receive free tickets for the game (up to 6 tickets). Tickets will be distributed at the morning clinic to those who participate.

Fill out the registration form below and return to:

Carolina Mudcats, Attn: Cassie Tomasello, PO Drawer 1218, Zebulon, NC 27597 or fax to (919) 269-4910 Questions? Call (919) 269-2287 or email at CTomasello@carolinamudcats.com.

Camper's Name:	Age:				
Parent/Guardian:					
Cell Phone:	# of Tickets Needed:				
Please list any allergies/medical conditions (including wheel chairs) that the camper may have:					
I have read and understand the attached Participation Release and understand that such Participation Release must be executed as a condition of the above-listed camper being permitted to participate in the Clinic.					
Parent/Guardian Signature:	Date:				
*					





CAROLINA MUDCATS & MIRACLE LEAGUE OF THE TRIANGLE BASEBALL CLINIC

PARTICIPATION RELEASE

[MINOR]

the

parent

legal

or

guardian

of

I,

				, here	by ac	cknowledge	that I am	a legal adu	lt over eig	ghteen (18)	years
of age, and	d tha	t I am f	amiliar wi	th the natu	re of	the Carolin	a Mudca	ts & Mirac	le League	e of the Tria	angle
Baseball C	linic	that my	y child wil	l participate	e in o	n or about A	August 4,	2018 and a	ll of the 1	related activ	ities.
In	cons	ideratio	on for the p	permission	grant	ted to the ab	ove-nam	ed minor cl	nild (the '	'Participant	") by
Mudcats E	Basel	all, LL	C ("MB")	and in co	nnec	tion with hi	s/her vol	luntary par	ticipation	in the Car	olina
Mudcats &	k Mi	racle L	eague of t	he Triangle	e Bas	seball Clinic	on or a	bout Augus	st 4, 201	8 and all re	lated
activities	at	Five	County	Stadium	in	Zebulon,	North	Carolina	("The	Activity")	, I,
	, acknowledge, appreciate, and agree as follows:										

- 1. The Activity that the above-named minor child is about to engage in involves risks of serious bodily injury, including permanent trauma, disability, paralysis, and/or death, which may be caused by the above-named minor child's own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, and/or the negligence of the "Releasees" named below or others. In addition, I fully understand that there may be other, additional risks either known or unknown to me or the above-named minor child, or not readily foreseeable at this time. I understand and have considered the risks involved (known and unknown), and I voluntarily and freely choose to assume these risks on behalf of myself and my minor child.
- 2. I represent that the above-named minor child is participating in the Activity at my own request and the child's request and has not been required to do so by anyone, including MB.
- 3. I, on behalf of myself the above-named minor child, knowingly and freely assume all risks of personal injury, accident, or illness, and all responsibility for such risks, both known and unknown, even if arising from the negligence of the Releasees named below, or others, with the exception of any harm caused intentionally or recklessly.
- 4. I, on behalf of myself and the above-named minor child, agree that I shall be fully responsible for any damage or loss to property owned by MB, Bait Shop Management, LLC, Milwaukee Brewers Baseball Club, L.P., Wake County and/or the Town of Zebulon caused by or relating to participation in the Activity;
- 5. The above-named minor child is in good health, in proper condition (physical, medical and otherwise) so as to permit such minor child to participate in the Activity. I agree that the above-named minor child will follow any and all instructions, recommendations and cautions of the Releasees at all times during the Activity and will comply with all applicable laws while participating in the Activity. The above-named minor child has elected to participate in the Activity on a purely voluntary basis and is not under the influence of any drug, alcohol, intoxicant, narcotic, or other substance which would impair his or her ability to participate in the Activity. I, on behalf of the above-named minor child, hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Activity and understand that I, on behalf of the above-named minor child, am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

- 6. I, on behalf of myself and the above-named minor child, and on behalf of our respective successors, heirs, assigns, personal representatives and next of kin, hereby discharge, and covenant not to sue the Miracle League of the Triangle, Mudcats Baseball, LLC, Bait Shop Management, LLC, Milwaukee Brewers Baseball Club, L.P., Minor League Baseball, the Carolina League, Wake County or the Town of Zebulon, or their respective affiliates, or any of the officers, partners, officials, managers, coaches, players, agents, employees, or volunteers of any of the foregoing, or any other participants in the Activity (the "Releasees") and further release all of the Releasees from any and all liability, claims, demands, losses, or damages related in any way to any injury, paralysis, disability, death, loss, or damage to person or property incurred as a direct or indirect result of the above-named minor child's involvement or participation in the Activity, including those caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, to the fullest extent permitted by law.
- 7. I, for myself and the above-named minor child and on behalf of our respective successors, heirs, assigns, personal representatives and next of kin, hereby agree to indemnify and hold harmless all of the above Releasees from any and all liabilities, including any and all related claims by third parties, (including attorneys' fees) related in any way to the above-named minor child's involvement or participation in the Activity, even if arising from negligence, to the fullest extent permitted by law. I will reimburse Releasees if anyone makes a claim against Releasees in connection with the above-named minor child's participation in the Activity, including, without limitation, any accident the above-named minor child may be involved in or any injury, loss, damage to him or her, other parties or property however caused.
- 8. I, on behalf of the above-named minor child, acknowledge and agree that the Activity is optional and that the above-named minor child is participating in the Activity voluntarily and outside of work hours, not as an employee of any of the Releasees, and as such do not expect, and shall not, under any circumstances, receive wages or other compensation of any kind for participating in such Activity.
- 9. I, on behalf of the above-name minor child, hereby authorize MB, the Miracle League of the Triangle and their respective affiliates to photograph, video tape, or use any other mechanical means of recording or reproducing images or voice and to use the above-named minor child's likeness in connection with his/her involvement or participation with the Activity. I, on behalf of the above-named minor child, hereby grant to MB the worldwide and perpetual right and authority to use, reproduce, distribute, broadcast, or otherwise transmit, publish, and display, in whole or in part, the above-named minor child's name, photograph, voice, or any other likeness and/or biographical information that I may provide regarding the above-named minor child, and any statement that I or the above-named minor child has made or may make concerning the Activity, in any and all media, now known or hereafter invented, in perpetuity, for the purpose of trade, promotion, and/or otherwise, without notification, compensation, or additional consideration, except where prohibited by law.
- 10. I, on behalf of myself and the above-named minor child, represent that I waive my rights to any workers' compensation insurance coverage and applicable liability insurance coverage the Releasees may carry, and hold the Releasees harmless from any liability for failure to separately maintain such insurance.
- 11. I, on behalf of myself and the above-named minor child, represent that I have such liability insurance and/or worker's compensation insurance in the amounts I deem necessary, or that are required to take part in the Activity, and I hold the Releasees harmless from any liability for failure to separately maintain such insurance. I, on behalf of myself and the above-named minor child, further waive my insurers' right to make a claim against Releasees based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against Releasees.

12. I, on behalf of myself and the above-named minor child, acknowledge that I have been given the opportunity to bargain for the rights I have agreed to waive herein, and I further acknowledge that I have waived my opportunity to bargain for those rights.

I hereby represent that I am a legal adult and that I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

This is to certify that I, as parent/guardian with legal responsibility for the Participant named herein, do consent and agree to his/her (1) participation in the Activity, (2) the release, as provided above, of all Releasees, and, for myself, my minor child, and our respective successors, heirs, assigns, and next of kin. I further agree to release, indemnify and hold harmless the Releasees from any and all liabilities and costs (including attorneys' fees) that may be incurred as a direct or indirect result of my minor child's involvement or participation in the Activity as provided above, to the fullest extent permitted by law. I further represent that I have the legal right to execute this document on behalf of the named minor child.

Minor's Name (please print):	
Parent/Guardian Name (please print):	
Parent/Guardian Signature:	
Relationship to Minor:	