

## Waiver of Liability

**Waiver:** In consideration of being able to participate in any way in Willamette University's Baseball Camps, I, for myself, my heirs, personal representatives or assigns, do hereby release, discharge, waive, and covenant not to sue the Willamette University, doing business as Baseball Camps, its board, officers, employees and agents from liability from any and all claims on Willamette University and its Baseball Camps, its board, officers, employees, and agents, resulting in personal injury, accidents or illnesses (including death) and property loss arising from, but not limited to participation in Willamette University's Baseball Camps.

**Assumption of Risks:** Participation in Willamette University's Baseball Camps carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate the repercussions of these and other risks inherent in Willamette University's Baseball Camps. I hereby assert that participation is voluntary and that I knowingly assume all such risks.

**Location:** This waiver, assumption of risk and indemnity applies to any activity or action that takes place while being transported or located related to Willamette University's Baseball Camps. This waiver, assumption of risk and indemnity is in effect at anytime myself, the participant, are present on campus or in any location associated with Willamette University's Baseball Camps.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY and HOLD Willamette University and its Baseball Camps HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorneys fees brought as a result of involvement with the camp and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledge of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and my signature is a complete and unconditional release of all liability to the greatest extent of the law.