

# Student Agreement and Liability Release

Student Name \_\_\_\_\_

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned intending to legal bound agrees to the following.

I understand that the purpose of this Agreement and Liability Release ("this Agreement") is to exempt, waive, and relieve Christine A. Bianco, her heirs, personal representatives and assigns, Pittsburgh Pride All-Stars DBA Bianco School of Baseball, LLC., its respective officers, directors, members, successors, assigns and subsidiary and affiliated entities, and Matthew J. Bianco, his heirs personal representatives and assigns, Bianco School of Baseball LLC., its respective officers, directors, members, successors, assigns and subsidiary and affiliated entities, (hereinafter collectively the "Bianco Baseball"), from liability for **personal injuries, property damage, and wrongful death**, including without limitation, injuries and damages caused by negligence of misconduct, including without limitation, the negligence or misconduct of any or all the above referenced parties. Having read the outline and disclaimer, I fully understand the nature of Bianco Baseball's lessons and team associations (each, a "Lesson", and collectively, the "Lessons", each, "Teams"), and I understand that by signing this Agreement, the above referenced parties are not held liable for any injuries that may result in connection with the above-named child's attendance or participation under Bianco Baseball. I further agree and understand that if the Lesson, Instructor, or Coach deems medical attention is necessary for the above-named child, I will be solely responsible for the payment of all costs incurred in the connection with such medical attention.

To the best of my knowledge, the above-named is physically fit and able to participate in Lessons and Teams. I recognize that it is possible that such child's attendance at Bianco Baseball and/or the child's participation in a Lesson or Game could involve risks to the child including but not limited to, **bodily injury, partial or total disability, death, and other damages**, known or unknown, and that I have full knowledge of aid risks. I acknowledge that these risks and dangers may be caused by the above-named child's own negligence or misconduct or the negligence or misconduct by others including the above-reference parties. These risks and dangers include, but are not limited to, risks and dangers arising from the use, handling, throwing and hitting of baseballs and softballs in the use of hitting and swinging of baseball and softball bats and the use of any and all equipment used during Speed Training, Lessons and Games, by the above-named child and others. I fully acknowledge that there may be risks and dangers described throughout this Agreement, the outline and the disclaimer, including those caused by the above named-child's negligence or misconduct and/or that of others, and those risks and dangers not known or reasonably foreseeable at this time, and included in the waiver, release and relinquishment discussed herein. Nonetheless, it is my desire for the above-named child to attend Bianco Baseball and participate in the Lessons and Teams.

I understand the nature of the Lessons and Teams, and hereby grant permission for the above-named child to attend the Lessons and participate therein. On behalf of myself, and the above-named child, I hereby release the above referenced parties from any and all claims, liabilities, losses, demands, suits, actions and proceedings, directly or indirectly arising from, out of, or related to Bianco Baseball, Lessons or Teams, including without limitation, any claim or cause of action (including any cause of action based on negligence) directly or indirectly arising from, out of or related to the performance, or failure to perform, maintenance, supervision, inspection or control of the Bianco Baseball premises and for failure to warn of dangerous conditions existing at such premises, or for negligent supervision or instruction by the above referenced parties. I acknowledge that I, on behalf of the above-named child and myself, am freely and expressly assuming and accepting any and all risks of personal injuries, property damage, and/or wrongful death.

The undersigned acknowledges and affirms that he or she has read the above carefully and understands the content and consequences of signing this Agreement, including the waiver of any and all claims, liabilities, demands, suits, actions or proceedings directly or indirectly arising from, out of, or related to Bianco Baseball and/or the Lessons and Teams. The undersigned further acknowledges that he or she has not relied on any representations of the above referenced parties, that the execution of this agreement is a free act and deed and indicates voluntary acceptance of all terms set forth herein.

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_