

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT 2026

1. I, _____, hereby acknowledge that I have voluntarily applied/agreed to participate in an event taking place at **Raimondi Park**, operated by **Oakland Ballers Baseball Club, Inc.**, which is a professional baseball organization.
2. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE **Oakland Ballers Baseball Club, Inc.**, its owners, officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise, while participating in such activity, or while in, on, or upon the premises where the activity is being conducted.
3. I am fully aware of the unusual risks involved and the hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute the release for full, adequate, and complete consideration fully intending to be bound by the same.

Signed on this _____ day of _____, 2026.

PARTICIPANT(S):

Printed Name: _____ Signature: _____

If the participant is under the age of 18, the parent/guardian consents to the minor's participation in the event and consents for RELEASEES to seek reasonable and necessary medical treatment for participants during such event or activities.

Parent/Guardian Name: _____ Parent/Guardian Signature: _____

Date: _____