

# Membership Application

# KINDLE SPORTS ACADEMY

*MEMBERSHIP NUMBER		MEMBERSHIP TYPE: Individual <input type="checkbox"/> Team <input type="checkbox"/>			
NAME	FIRST	MI	LAST		
HOME ADDRESS			CITY / STATE	ZIP CODE	
SCHOOL			TEAM		
THROWS: RIGHT OR LEFT		HITS: RIGHT OR LEFT		BIRTHDATE:	
BUSINESS (IF APPLICABLE)			CITY / STATE	ZIP CODE	
HOME #		CELL #		SEND STATEMENT TO: <input type="checkbox"/> HOME <input type="checkbox"/> BUSINESS	
<input type="checkbox"/> FEMALE	<input type="checkbox"/> MALE	YEAR IN SCHOOL	EMAIL ADDRESS (one that will be checked for updates)		
NAME OF PARENT OR GUARDIAN IF UNDER 18 YEARS OF AGE				PHONE #	
SIGNATURE (OF GUARDIAN IS MEMBER UNDER 18)				DATE	

## KSA Waiver Agreement

### A) Rules of Participation I agree to:

As a participant (Member) of the Kindle Sports Academy (**KSA**), I hereby consent and agree to the following parameters and conditions of participation in **KSA**:

1. I will abide by the rules of the **KSA**. I understand the **KSA**, in its sole discretion, reserves the right to refuse any player or team permission to play in any **KSA** league at any time and without prior notice. I understand that fighting, physical abuse of players, umpires, or spectators or abusive language directed at players, umpires or spectators is not tolerated by the **KSA**.
2. I will not possess or consume alcoholic beverages or drugs at any time on the playing field, in the dugouts, bleachers, or other areas near or around the playing field or within one hundred yards (100) of the playing field facility, but not limited to, the parking lots of any high school, college or city/county recreation facility or at the **KSA** facility.
3. I realize that the total responsibility of any personal injury, accident, illness, disability or death to me or my person while I am participating in any **KSA** function, including but not limited to, any **KSA** mandated or scheduled function, is solely mine. I understand that the **KSA** does not provide medical insurance.

### B) Waiver of Claims; Arbitration; Assumption of Risk, Release and Waiver of Liability; Indemnity

Member knows, understands and appreciates the risks of playing baseball, including but not limited to loss of or damage to personal property, serious or catastrophic personal injuries and death. Member confirms that he/she is voluntarily participating in **KSA** activities and entering baseball field facilities and Member hereby expressly assumes all risk that he/she may suffer personal, bodily or mental injury or death, economic loss or damage as a result of his/her entry into said baseball facilities. Member acknowledges and agrees that he/she is solely responsible for his/her safety whether or not supervised by a **KSA** representative.

In consideration for being permitted to enter upon and use **KSA** scheduled field/facilities, on behalf of him/herself and his/her spouse, unborn children, heirs, representatives, guardians, distributees, successor and assigns (the Member Parties) Member hereby releases and discharges he Kindle Sports Academy, including its affiliated organizations, owners, partners, members, directors, officers, employees, contractors and agents from any and all claims, causes of actions or liability for any damages to or loss of property, injuries or death Member may suffer in or about the scheduled baseball event, resulting from Member's participation in **KSA** activities, whether or not the same arises out of or results from any act, omission or conduct of any of the **KSA**, Parties, negligent or otherwise.

In addition, Member agrees to hold harmless, indemnify and defend the **KSA** Parties from all claims, demands, causes of action or liability for any loss, damage, or injury to persons or property arising from or relating to Member Parties' participation in **KSA** activities, including without limitation attorney's fees, expenses, costs and all consequential damages, whether or not resulting from any act, omission or conduct of any of the **KSA** Parties.

MEMBER ACKNOWLEDGES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND IS AWARE THAT IT CONTAINS A WAIVER AND RELEASE OF LIABILITY AND THAT MEMBER IS GIVING UP SUBSTANTIAL RIGHTS, INCLUDING HIS/HER RIGHT TO SUE. MEMBER IS SIGNING THIS AGREEMENT OF HIS/HER OWN FREE WILL AND INTENDS FOR HIS/HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

*I acknowledge this waiver can change without notice. It will be my responsibility to make sure I understand the current waiver and to engage the league if I no longer agree with this waiver.*

\_\_\_\_\_

Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date