

PLAYER INFORMATION SHEET
SWAT Softball and Baseball Academy
(405) 720-2055



Player name: _____
Last First

DOB: ____/____/____ Email: _____

Phone: _____ Parents/Legal Guardians: _____

***RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

AND

*** NOTICE OF 24 HOUR CANCELLATION POLICY FOR ALL SWAT SERVICES.**

IN CONSIDERATION of being permitted to participate in any way in the SWAT Sports facility and activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

- ACKNOWLEDGE**, agree, and represent that I understand the nature of such activities, even if the greatest care is exercised, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. The athlete's participation in training is voluntary and I voluntarily permit the athlete to participate. I understand that SWAT recommends the athlete be examined by his/her physician before participating in athletic training. If the athlete has a history of heart disease any other serious illnesses that may interfere with the safety of the participant, it is understood that he/she will consult a physician prior to participating in any athletic training in the SWAT facility or participation on any of our Academy teams.
- FULLY UNDERSTAND THAT:SWAT** (a) **ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, FALLS, COLLISION, BROKEN BONES, CUTS, PARALYSIS, AND EVEN DEATH ("RISKS")**; (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW**; (c) there may be **OTHER RISK AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time; and I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur as a result of my participation or that of the minor in the Activity. I understand and agree that medical or other services rendered to the athlete by or at the insistence of any of the above parties are not an admission of liability to provide or continue to provide any such services and is not a waiver by any said parties of any hereunder. I also acknowledge that should the athlete require transport to a medical facility, I must pay for such transportation and any treatment period. I further agree now and forever to hold the above named and unnamed parties harmless and indemnify them for all claims, damages, judgments and costs of whatever nature and form.
HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE SWAT Academy, LLC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE** that if, despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I**, or anyone on my behalf, makes a claim against any of the Releases, I **WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. You and your guests also release all members of SWAT Academy from all liability relating to loss, theft, or damage to personal property-including, without limitation, automobiles and locker contents.
- Damage to Facilities.** You must pay SWAT Academy for any damage you or your guests cause to our facility or property through horseplay, accident, negligence or any other actions taken during your use of the facility. I **HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**
- SWAT HEREBY NOTIFIES ITS CLIENTS OF OUR 24-HOUR CANCELLATION POLICY:** In the event a client or member neglects to contact the facility to cancel their services 24 hours prior to the event (including but not limited to lessons, cage rentals, birthday parties, *team practices and camps/clinics), the first violation will result in charging the customer for regular service fees as scheduled and as a (1) one-time courtesy, credit will be placed on client's account to be used for services in the future. All other violations will result in client being charged for the scheduled services with no credit to the account. This policy includes SWAT members paying on a monthly contract. We recognize that there may be special circumstances that will require flexibility yet those should be rare and are at SWAT's sole discretion. *SWAT teams exception; team practices must be cancelled by SWAT's opening on the day of practice. (12pm Sun-Fri and 9pm Friday for Saturday practices) If not cancelled by that time or the team does not show up, the team/head coach will be held responsible for rental fees accordingly. 1st violation is waived. All other violations will incur fees.

By signing this agreement, I acknowledge that if anyone is hurt or property damaged during my participation in this Academy or its facilities, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit of any kind against SWAT Academy, LLC or any RELEASED PARTIES on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire agreement. I have read and understood it and I agree to be bound by its terms.

Parent/Legal Guardian Signature

Print Name

Date