BPA BASEBALL ACADEMY

# RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (CALIFORNIA)

## 1. Assumption of Risk

The Parent acknowledges that participation in baseball-related activities—including, but not limited to, batting cage training, strength training, and recovery protocols—involves inherent risks of injury. These risks include, but are not limited to: concussions, sprains, strains, fractures, overexertion, slips, falls, and other forms of physical harm.

This includes the use of BPA’s Recovery Room, which features a cold plunge, steam room, and sauna—all of which carry heat/cold-related risks such as dizziness, fainting, muscle cramping, or cardiovascular strain.

In accordance with California Civil Code Section 1714, which holds individuals responsible for their own negligence, the Parent agrees that the Player voluntarily participates in all activities and assumes full responsibility for any and all risks involved.

## 2. Release of Liability

The Parent, on behalf of themselves, the Player, and their respective heirs, personal representatives, and assigns, hereby releases and holds harmless BPA and its owners, officers, directors, employees, agents, and volunteers (collectively, “Releasees”) from any and all liability, claims, demands, causes of action, damages, or expenses arising out of or related to the Player’s participation in any BPA activities.

This includes—but is not limited to—baseball training, use of strength equipment, and participation in the Recovery Room (cold plunge, steam room, sauna), whether caused by the negligence of the Releasees or otherwise. This release also extends to any claims under California’s Comparative Fault Doctrine.

## 3. Safety and Equipment Requirements

The Parent agrees that the Player will comply with all safety guidelines provided by BPA, including:
- Batting Cages: A helmet and appropriate gear must be worn at all times. BPA adheres to Cal-OSHA standards to maintain safety.
- Weight Room: Players must use equipment responsibly, follow staff direction, and use a spotter when needed.
- Recovery Room: Players must follow posted guidelines and staff instructions. Use is limited to cleared players only. The Parent acknowledges that temperature extremes pose physical risks and assumes responsibility.

## 4. Acknowledgement of Understanding

The Parent certifies that they have read this Agreement, fully understand its terms, and sign it voluntarily. The Parent understands that by signing, they are waiving legal rights, including the right to sue for injuries related to participation, in accordance with California Civil Code § 1668.

## 5. Miscellaneous

- This Agreement is binding upon the Parent, the Player, and their respective heirs and assigns.
- If any portion of this Agreement is found invalid under California law, the remaining provisions remain enforceable.
- This Agreement shall be governed under the laws of the State of California. All disputes will be handled exclusively in Sacramento County courts.

By signing below, the Parent agrees to all terms of this Release of Liability and Assumption of Risk Agreement:

Parent/Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Player Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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