LIABILITY WAIVER

PLAYER'S NAME: _____

HOME ADDRESS: _____

CITY: _____ **TEXAS** **ZIP CODE:** _____

EMAIL: _____

TELEPHONE# (HOME) _____ **CELLULAR)** _____

GENDER: _____ **(MALE)** _____**(FEMALE)** **DATE OF BIRTH:** _____

TEAM NAME (Required Field) _____**YEARS OF PLAYING EXPERIENCE:** _____

PERSON TO NOTIFY IN CASE OF INJURY: _____

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE THE FACILITIES, SERVICES AND PROGRAMS OF FBASA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH FBASA WITHOUT RESPECT TO LOCATION, I HEREBY AGREE TO THE FOLLOWING:

1. I UNDERSTAND THAT ACTIVITIES AT THE FACILITY OR ELSEWHERE, INCLUDING USE OF EQUIPMENT AND PARTICIPATION IN PROGRAMS, CAN INVOLVE MOVEMENT, STRAIN AND OTHER ELEMENTS THAT CREATE RISK OF SERIOUS INJURY OR DEATH. I HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE OR LOSS, regardless of severity, that I may sustain from my or ward's presence in, upon or about the premises or any facilities or equipment, or participating in any program affiliated with FBASA without respect as to location, except for any injury, damage or loss that is caused solely by the FBASA's gross negligence.

2. I, FOR MYSELF, ANY PERSONAL REPRESENTATIVES, ASSIGNS HEIRS AND NEXT OF KIN, HEREBY FULLY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE FBASA, its operating centers, their respective officers, directors, board of directors, board of managers, trustees, members, volunteers, employees or agents (the "Releasses") and each of them from any and all claims for injuries, damages or loss that I may have or which may accrue to me, or my child/ward from my and/or my minor child's/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with FBASA without respect as to location, except for any injury, damage or loss that is caused solely by the FBASA's gross negligence.

3. I, acknowledge that I have read this document, I have inspected the FBASA facilities and equipment, I accept them as being safe and reasonably suited for the purposes intended and I voluntarily sign this document. I release FBASA, it's directors, officers, employees and volunteers (collectively "Releasees") from all liability to me for any loss or damage to property or injury or death to person, whether caused by Releasees or otherwise and while such minor is in or near any FBASA fields. I agree not to sue Releasees for any loss, damage, injury or death described above and I will indemnify and hold harmless Releasees and each of them from any loss, liability, damage or cost they may incur ,whether caused by the negligence of Releasees or otherwise. I assume full responsibility for, and risk of, bodily injury, death or property damage due to the negligence of Releasees or otherwise.

4. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasses and each of them from any loss, liability, damage or cost the may incur from my or my minor child/ward's presence in, upon or about the premises or while using or observing the premises or any facilities or equipment, or participating in any program affiliated with FBASA without respect as to location, except for any loss, liability, damage or cost that is caused solely by the FBASA's gross negligence.

I further expressly agree that the foregoing ASSUMPTION OR RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Texas and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THIS AGREEMENT APPLIES TO ALL PAST, PRESENT AND FUTURE VISITS AND USES BY ANY FBASA FACILITY OR PROPERTY. I HAVE READ AND VOLUNTARILY SIGNED THIS ASSUMPTION OF RISK, RELEASE WAIVER AND INDEMNITY AGREEMENT, and further agree that no oral representations, statement or inducements apart from the foregoing written agreement have been made.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE AGREEMENT. THIS AGREEMENT CONTAINS A WAIVER.

_____

REGISTRANT'S SIGNATURE DATE