



## WAIVER OF NEGLIGENCE, COMPLETE RELEASE OF LIABILITY & ASSUMPTION OF RISK

I wish to participate in the Pro Ball Baseball Clinic (the "event"), a subsidiary of Voice Doctor, Inc. I understand that in participating in said event, I will be using facilities where inherent hazards exist and I am aware and appreciate the health risks and injuries that may result. I am aware that the risk of injury from my participation in the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury or death does exist. Concurrently herewith, I have presented a MEDICAL WAIVER form, the contents of which are incorporated herein by reference, and I affirm that all representations made by me which are contained therein are true and correct.

By participating in the Pro Ball Baseball Clinic, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation. I am voluntarily participating in the Pro Ball Baseball Clinic with knowledge of the dangers involved and I agree to accept all risks of injury, including death.

In consideration for being permitted by the Pro Ball Baseball Clinic and Voice Doctor, Inc. to participate in the Event, I agree to assume all risks and to release, indemnify, defend and hold the Pro Ball Baseball Clinic, Voice Doctor, Inc., a California corporation, its designated beneficiaries, sponsors, advertisers and officers, as well as the City of Peoria, Arizona harmless for any claimed act(s) of negligence, carelessness, or any other cause by which such persons and/or entities might be liable to me, or by which I, or someone on my behalf, might assert any basis of liability or fault.

I further intend by this Waiver of Negligence & Complete Release of Liability to release, in advance, and to waive my rights and to discharge all of the persons and entities mentioned above, from all claims for damages for death, personal injury and/or property damage that I may have, or which may hereafter accrue to me, (including my heirs and assigns), as a result of my participation in this event, even though such liability may arise from negligence, or carelessness on the part of the persons or entities being released, and/or from dangerous or defective property or equipment owned, maintained or controlled by them because of their possible liability without fault.

I understand and agree that this Waiver of Negligence & Complete Release of Liability is binding on my heirs, assigns, personal representatives, next of kin and legal representatives.

I have read this Waiver of Negligence & Complete Release of Liability & Assumption of Risk Agreement. I fully understand its terms and understand that I have given up substantial rights by signing it. I sign this document freely and voluntarily without any inducement.

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Print Participant Name

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Signature

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Date