MEN'S SENIOR/ADULT BASEBALL LEAGUE

One Huntington Quadrangle, Suite 3NO7
Melville, NY 11747

PLAYER'S WAIVER AND CONSENT

Warranty of Player's Fitness

The undersigned (hereinafter, "the Player") hereby warrants to the Men's Senior Baseball League, Inc (hereinafter, "the National League") that he is sixteen (16) years of age for the MSBL, is in good physical condition and that he has no impairment or ailment preventing him from engaging in the activities of the National League.

Absolute Release of Liability

In consideration of being permitted to participate in the activities of the National League, in any manner, including but not limited to playing, practicing, coaching, spectating or being on the field or in spectator areas for any purpose whatsoever, and fully understanding that participation in the game of baseball includes the risk of serious personal injury, the undersigned Player fully and absolutely assumes full responsibility for the risk of injury due to participation, weather conditions, playing conditions (including the type of bases, plates and fences and equipment) other participants, of any magnitude including fatality, and does hereby forever absolutely release, even for their own negligence, and agrees to hold harmless the Men's Senior Baseball League, Inc. All government bodies and landowners that may sanction or permit the participation in the game of baseball and all employees, other participants, agents, servants, officers, public officials, volunteers, game officials and sponsors from all claims for damage whatsoever of any kind now or in the future.

Player's Participation in National Tournaments and Local Leagues

The Player shall participate in the National League as a member on a team called _____, which is a team in the MUNY – Buffalo MSBL, "the Local League." As a member of the National League, the Player shall be eligible to participate in the National Tournaments, as organized by the National League, according to the regulations promulgated by the National League. The Player also acknowledges that he must play in at least 50% of all regular season played MSBL/MABL games in a given year, or 15 regular season played games, for a single season in the local MSBL/MABL league, which only plays one season annually, whichever is least, to qualify for that year's participation in a National Tournament. Failure to do so will result in the participating team's forfeiture. The Player recognizes, as a member of this organization , the authority of the Executive Director, Associate Director, and the Board of Directors to determine and enforce organizational policy. The Player agrees to abide by all Rules and Regulations as set forth by the League Commissioner and Board of Directors. Failure to abide by all Rules and Regulations could result in suspension or expulsion and possible forfeit of all games in which Rules and Regulations were not abided by.

Limitation of Liability

The Player shall participate in the National League's programs and/or use any of the National League's facilities, services or equipment at his own risk. The Player waives any and all claims, of whatsoever kind or nature, that may arise against the National League as a result of the Player's participation in the local League's or the National League's recreational baseball program. The player realizes that there is no guaranteed playing time on any given team, associated with regular season and tournament play. The Player also acknowledges recognition of the MSBL rules and any deviation of "helmet" requirements (the rule being that all batters and runners must wear helmets at all times) is at their own risk. The Player also acknowledges recognition of the fact that neither medical insurance or liability insurance are inherent with local league/national membership. Medical and liability insurance are made available to all affiliates through the national organization to all leagues, through league director correspondence. A league may elect, on a league basis only, to purchase medical insurance for their teams as made available through MSBL. Such coverage would include coverage for any injury sustained from participating in an MSBL sanctioned game or practice as provided under the terms and limitations of the insurance Policy.

I, the Player, have read this release and understand that it is an absolute release and I freely and voluntarily accept its terms and understand it is binding upon me, my heirs, spouse in interest and assigns.

Executed this _____ day of _____,2011

Player's Birthdate _____

_____
Player's Signature

_____
Player's Street Address

_____
Player's Name (Print)

_____
City, State, Zip