

**SCHEDULE “A”
RELEASE FROM LIABILITY
AND INDEMNIFICATION/HOLD HARMLESS**

Location of Event: Baseball and Softball Fields, Campbell Boulevard, Town of Pendleton, New York. For the 2024 Baseball and Softball season.

INDEMNIFICATION. The **PARTICIPANT** agrees to defend and indemnify and hold harmless the Town of Pendleton, their officers, agents and employees, and shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the use of the Town’s premises by the **PARTICIPANT** provided, however, that **PARTICIPANT** shall not be required to indemnify the Town with respect to such risks to the extent caused by the negligence or intentional misconduct of the Town or the Town’s officers, agents and employees, over whom **PARTICIPANT** has no authority or control.

The **PARTICIPANT** by agreeing to defend the Town of Pendleton as set forth above, agrees that if the Town of Pendleton receives a claim, complaint, or is sued under this contract pertaining to their work, acts or services; then this **PARTICIPANT**. agrees to pay all attorney fees and expenses.

RELEASE. In consideration of participating in Baseball and Softball Activities for the year 2023 on the Town of Pendleton baseball fields and allowing **PARTICIPANT** to participate in said event on the property commonly known as the Baseball and Softball Fields in the Town of Pendleton, New York, the undersigned **PARTICIPANT** hereby releases the Town of Pendleton, along with their agents, officers, employees, members and any and all subordinate or affiliated organizations or persons sponsoring, hosting or associated with such activities, and any and all persons owning and controlling the real and personal property used or involved in such activities, of and from any liability, claims, damages, actions and causes of action whatsoever, arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned, while in or upon these premises owned and/or leased by the Town of Pendleton.

The undersigned **PARTICIPANT** being duly aware of the risks and hazards inherent in the sport of baseball and/or softball, upon entering said premises and/or in participating in any baseball and/or softball activities held at said premises, hereby voluntarily elects to enter upon said premises and/or in participating in such baseball and/or softball activity, knowing the present condition and intended use of said premises and knowing that said condition and/or use may become more hazardous and dangerous during the time that the undersigned is upon the premises. The undersigned hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained by the undersigned, or to any property of the undersigned while in, or upon said premises and holds harmless the Town of Pendleton from all risks of loss, damage or injury, including death, that may be sustained upon said property when involved in such activities.

This release shall be binding upon the distributees, heirs, next-of-kin, executors, and administrators of the undersigned **PARTICIPANT**.

In signing the foregoing release, the undersigned **PARTICIPANT** hereby acknowledges and represents that he/she has read the said release, understands it, and signs it voluntarily and that he/she is over the age of majority and not a minor, and is of sound mind. **PARTICIPANT**, or in the case of a minor the parent of such **PARTICIPANT**, shall sign the release which is attached hereto prior to participating in any baseball and/or softball activities.

THE RELEASE SHALL BE SIGNED BY ALL PERSONS OVER THE AGE OF MAJORITY THAT WILL BE PARTICIPATING IN THE 2024 BASEBALL AND SOFTBALL ACTIVITIES OF SPONSOR AND A PARENT OF A PARTICIPANT SHALL SIGN FOR HIS/HER MINOR CHILDREN, IF APPLICABLE.

DATE: _____

PARTICIPANT NAME (CHILD'S NAME): _____

PARENT/GUARDIAN NAME: _____

PARENT ADDRESS: _____

SIGNATURE: _____