

**Berry College**  
**Waiver of Liability, Assumption of Risks, and Indemnification Agreement**

In consideration of Berry College allowing the use of a portion of its property or facilities for the purpose of attending **Beasley Baseball** occurring during the following dates, **June 12-16, 2023**, I (Participant) \_\_\_\_\_ hereby acknowledge and understand that attendance and participation involves certain risks, both known and unknown to the parties, including but not limited to injury or death from such participation, hereby voluntarily assume full responsibility for any and all such risks, and further agree to waive and release any and all claims which I, Parent/Guardian below (if under 18) and/or my family may now or hereafter have against Berry College, Inc., its representatives, agents, employees or assigns for any injury, illness, or damage which I suffer, unless proven such claim occurred based solely upon the gross negligence of Berry College, Inc., while on Berry property or attending a camp or activity at Berry. This includes all activities related to the camp and any transportation related to such activity.

**WARNING**

Under Georgia law, there is no liability for an injury or death of an individual entering these premises if such injury or death results from the inherent risks of contracting COVID-19. You are assuming this risk by entering these premises.

I, and my family by signature of Parent/Guardian (if under 18), agree to fully and completely indemnify and hold harmless Berry College, Inc., its Trustees, employees, representatives, agents or assigns from any claim, action, cause of action, or suit including litigation expenses and attorney fees due to any injury or damage which may have occurred on or arising out of or in connection with my use of said premises and participation in the camp or activity in any way. I, and Parent/Guardian (if applicable and signatures appear below), acknowledge and understand this means I knowingly and voluntarily assume any and all risks, both known and unknown, appurtenant to the use of said premises for the camp or activity, wherever on or off Berry's campus they may occur as required by the camp of activity, and at all times I am present on said premises.

**Waiver and Release of Claims, Indemnity and Hold Harmless:** To the fullest extent allowed by law, I for myself, and Parent/Legal Guardian with full authority for all heirs, assigns, or legal representatives, do hereby forever release and discharge Berry College, Inc, including all trustees, officers, directors, employees, representatives and assigns thereof, from any and all claims of whatsoever kind or nature, including expense for medical treatment, which may arise from any cause, unless such exposure or claim is traceable solely to the recklessness, gross negligence or willful misconduct of the released parties. I attest that I have full authority to execute this Acknowledgement and Waiver for myself and Participant (if under 18) binding all parties named on this form and any others who may claim authority on my or Participant's behalf, and further understand Berry is relying on such attestation in allowing participation. I/We shall fully indemnify and hold harmless the released parties from any and all costs arising due to the filing of any such claim released herein, including reimbursement of all costs and reasonable attorney fees associated with responding to and defending any such claim.

Date Signed \_\_\_\_\_

\_\_\_\_\_  
Name of Guardian or Parent

\_\_\_\_\_  
Signature of Participant

Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Cell Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Guardian or Parent if Participant  
is under 18