



**2019 Eagle Vipers**  
**American Legion Baseball Post 127**  
**Registration Form Eagle Vipers Team**  
*(Substitute for ALB Form #2)*



Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ Player's Cell \_\_\_\_\_

Mother \_\_\_\_\_ Mother's Cell \_\_\_\_\_

Father \_\_\_\_\_ Father's Cell \_\_\_\_\_

Best Email to send information to \_\_\_\_\_

Last 4 Digits of Player's Social Security Number \_\_\_\_\_

Medical Insurance & Policy Number for Player \_\_\_\_\_

Family Physician & Phone Number \_\_\_\_\_

Emergency Contact Person & Phone Number \_\_\_\_\_

Relationship to Player \_\_\_\_\_

High School \_\_\_\_\_ Year of Graduation \_\_\_\_\_

Primary Position \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_

Secondary Position \_\_\_\_\_ Bats \_\_\_\_\_ Throws \_\_\_\_\_

Please **check one** of the following statements:

Our son **has not been** treated for concussion or concussion like symptoms in the past 12 months.

Our son **has been** treated for concussion or concussion like symptoms in the past 12 months.

*If the player has been treated for a concussion, EBI will require a signed medical release by a licensed and trained health care provider prior to participation in any athletic activity. Please contact any EBI Officer for this 'Return to Play' form.*

We have read and understand each of the following attached agreements & policies and agree to be bound to the terms of each agreement or policy.

- **ALB Player Agreement**
  - **Eagle Baseball, Inc. (EBI) Player Fees Policy**
- **EBI Concussion Management Policy**
  - **EBI Drug, Alcohol & Tobacco Policy**
- **EBI Grievance Policy**
  - **ALB Privacy Policy**
  - **ALB Fan Conduct Policy**
  - **ALB Fan Liability Warning**

\_\_\_\_\_  
 Parent or Legal Guardian (print name)

\_\_\_\_\_  
 Player (print name)

\_\_\_\_\_  
 Parent or Legal Guardian (signature)

\_\_\_\_\_  
 Player (signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **American Legion Baseball Player Agreement**

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I certify that the information shown above regarding me is correct. I agree to devote my entire service as an American Legion Baseball (ALB) player this season to Eagle Vipers. I agree to abide by all ALB rules and regulations. I agree to accept the sole, exclusive and final jurisdiction and authority of The American Legion National Appeals Board over any ruling(s), dispute(s), disagreement(s), or subject matter having to do with or having any impact or effect upon the ALB program, rules, tournaments, administration, or games. Voluntarily and of my own free will, I elect to participate in the ALB program and as a member of my ALB team.

I understand and acknowledge that the very nature of baseball has hazards that can cause serious injury and/or death. I assume all risks of injury and damage incident to my participation in ALB. I agree in the event of illness or injury during an ALB game or practice, I hereby give consent to the performance of such diagnostic, medical and/or surgical treatment as may be deemed medically necessary to assure my safety.

I irrevocably consent to, and authorize the ALB, its licensees, agents, successors and assigns, to use my name, likeness, and voice and to repro- duce, distribute, display, and to prepare derivative works of any images or recordings of me taken, or in which I may be included, in conjunction with or without my name, made through any medium, for publicity, advertising, promotional or any other lawful purpose without compensation to me.

I have read ALB's Privacy Policy, Drug and Alcohol Policy, and Fan Conduct Policy (copies of which are available at [www.legion.org/baseball/resources](http://www.legion.org/baseball/resources)) and agree to be bound to the terms of each such policy.

In consideration of the privilege to participate in the ALB program, hereby release, discharge, relinquish, agree not to take legal action against, hold harmless, and indemnify The American Legion, its officers, agents, representatives, employees and officials, ALB sponsors, supervisors, participants, players, agents, coaches, managers and persons transporting me to and from ALB activities, from any claims, demand, actions, and cause of action of any sort, arising out of my participation in the ALB program, including, but not limited to, (1) any injury or death sustained in connection with my participation in the ALB program, including but not limited to travel to and from program related activities, whether the result of negligence or for any other cause; and (2) any ruling(s), dispute(s), disagreement(s), or subject matter having to do with or having any impact or effect upon the ALB program, rules, tournaments, administration, or games. Except as otherwise provided above, I agree that any dispute arising out of this agreement shall be governed by the laws of Indiana, notwithstanding any conflicts of law principles. Any action relating to this agreement must be filed and maintained in a court in the state of Indiana, and users consent to exclusive jurisdiction and venue in such courts for such purpose.

## **Eagle Baseball Inc. Player Fees Policy**

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Once the team rosters are announced, all rostered players' fees are nonrefundable. Fees will not be refunded in part or in full for any reason, including but not limited to injuries, removal from the team due to the player's actions (drugs, alcohol, tobacco, or other unacceptable behavior), relocation of the player's family, or the player's voluntary departure.

## **Eagle Baseball Inc. Concussion Management Policy**

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In accordance with Idaho Law and the Centers for Disease Control and Prevention "Heads Up" program, EBI has a strict concussion management policy. If prior to participation in activities or during any practice/game situation, a participant sustains a concussion or exhibits the signs, symptoms or behaviors consistent with the injury, he/she must be immediately removed from all athletic participation. Fact sheets are attached to aid parents and participants in understanding the symptoms and safety guidelines.

As per this EBI policy, the participant may only return to physical activity if/when he is evaluated by a licensed health care provider trained in the evaluation and management of sports concussion and receives a written clearance to return to play. *Return to Play* forms may be obtained at the EBI website, [www.eaglehighbaseball.com](http://www.eaglehighbaseball.com).

# **Eagle Baseball Inc. Drug, Alcohol & Tobacco Policy**

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The Eagle Baseball, Inc. Board of Directors (“EBI”) firmly believes participation in the Eagle Vipers American Legion Baseball program (the “ALB Program”) is a privilege and not a right. Players and coaches volunteering to participate in the ALB Program are expected to accept the responsibilities of this privilege.

EBI has an interest in establishing an environment free of the influence of drugs, alcohol, and tobacco for the benefit of its players, coaches, umpires, parents, fans, sponsors, and the public at large. As a result, EBI has adopted the following *Drug, Alcohol & Tobacco Policy* to establish standards that all players and coaches (“participants”) must meet, and to set forth consequences for those who violate this policy. Accordingly, the undersigned player (or the player’s parent or guardian, as applicable) or coach hereby agrees to the following terms and conditions.

## **PROVISIONS**

### ***Possession, Use, or Distribution of Illegal Drugs or Alcohol***

The possession, use, purchase, sale, or distribution of illegal drugs (meaning those drugs for which there is no generally accepted medical use, i.e., marijuana, cocaine, methamphetamine, PCP) or drug paraphernalia (as defined by Idaho State Law) by any participant; or the possession or use of alcohol by players and minor coaches (under age 21) during the ALB Season is strictly prohibited. Possession or use of alcohol by coaches over the age of 21 in the capacity of coaching duties during the ALB Season as specified in their contract is strictly prohibited. The “ALB Season” begins on the first day of tryouts and ends upon return from final game.

For the purposes of this policy, illegal drugs refer to substances the Federal Government deems illegal. An individual state’s action to legalize a federally illegal substance has no effect on EBI’s *Drug, Alcohol & Tobacco Policy*. A participant’s use, manufacture, purchase, possession, sale, or distribution of illegal drugs, or drug paraphernalia that results in criminal charges being brought against him will result in the participant being requested to submit to drug testing. Any participant convicted of a criminal drug statute will result in immediate EXPULSION from the ALB Program.

Any unauthorized use of a legal substance to alter your state of mind is prohibited. These substances include anything that a participant may use to supplement illegal drug use or to mimic the effects of drug use. Participants found participating in these activities will be subject to this policy.

Disciplinary Enforcement:

- A FIRST OFFENSE will result in the participant being suspended for a minimum of 5 consecutive games immediately following the offense (continued practice participation during suspension is at the coach’s discretion).
- A SECOND OFFENSE will result in immediate EXPULSION from the ALB Program.

If a participant commits an offense while on a road trip, that participant shall be sent home at his own expense.

### ***Possession or Use of Tobacco***

Possession or use of any form of tobacco by a minor participant (under age 18) during the ALB Season is prohibited. Possession or use of any form of tobacco by an adult participant (over age 18) at any ALB Program-related event during the ALB Season is prohibited. Any participant violating this rule will be subject to whichever of the following penalties applies:

Disciplinary Enforcement: If the offense occurs during the parameters of a game, the participant will immediately be removed from the game.

- A FIRST OFFENSE will result in the participant being suspended for 2 consecutive games immediately following the offense (continued practice participation during suspension is at the coach’s discretion).
- A SECOND OFFENSE will result in the participant being suspended for a minimum of 5 consecutive games immediately following the offense (continued practice participation during suspension is at the coach’s discretion).
- A THIRD OFFENSE will result in immediate EXPULSION from the team.

### ***Prescription Medication***

Participants are cautioned regarding the use of prescription medication that contains a warning label stating that the use of that drug may impair his ability. Participants will be allowed to participate while using such medication if the drug is prescribed by a licensed medical practitioner who is familiar with the participant’s medical history and who has advised the participant that the prescribed drug will not adversely affect his ability to safely participate.

## **DRUG OR ALCOHOL TESTING**

For purposes of enforcing this *Drug, Alcohol & Tobacco Policy*, EBI may conduct drug and/or alcohol testing on participants under any of the following circumstances:

### ***Initial Testing***

All prospective participants will be tested for illegal drugs prior to being placed on a team roster.

### ***Reasonable Cause Testing***

EBI may require a participant to be tested for illegal drugs or alcohol at any time during the ALB Season if it feels that the participant may be under the influence of drugs including, but not limited to, the following circumstances: reasonable evidence of drugs within the participant's possession or control; unusual conduct that suggests impairment or influence of drugs; or a failure of, or refusal to submit to, any test administered hereunder. The basis of suspicion may be a specific, contemporaneous event or conduct evidencing impairment observed over a period of time.

### ***Random Testing***

All participants will be subject to random drug and alcohol testing at any time during the ALB Season. Random testing will be unscheduled and every participant will be subject to testing. The random selection method, as well as the percentage of participants who will be tested, will be determined by EBI officials in consultation with Minert & Associates, Inc.

### ***Post Accident Testing***

Any participant who is involved in an accident during an ALB Program-related event will be tested for the use of illegal drugs and may be tested for alcohol as soon as practicable after the accident. Examples of accidents that will require a participant to take a post-accident test include, but are not limited to, situations where:

- A participant causes a fatality or bodily injury to another person and where the injured person requires medical treatment away from the accident,
- A participant injures himself,
- A participant causes damage to property owned by EBI, or by a third party, that may reasonably be estimated to exceed \$500.

If it is determined by EBI that a participant's accident was definitely caused by the actions of another and that there were no unsafe acts on the part of the injured participant, EBI reserves the right to waive post-accident testing. Participants who are involved in an EBI American Legion Baseball-related accident requiring medical attention are to inform EBI of the accident as soon as possible so that any needed drug or alcohol testing may be promptly conducted.

## **TESTING PROCEDURES**

### ***Administration***

As EBI's agent, Minert & Associates, Inc. will handle all testing and the drawing from the participant pool for all drug and alcohol tests, at EBI's expense, provided, however, that if a participant fails or refuses a test, then the cost of any subsequent tests shall be at the expense of the participant (or the participant's parent/guardian, as applicable). Drug-testing results will be disclosed only for the purposes related to enforcement of this policy.

### ***Specimen Collection Procedure***

Only those collectors instructed in the proper methods of collection will conduct the specimen collections. The person conducting the collection will utilize proper chain of custody documentation provided by the laboratory. They will also ensure that the participant's specimen is provided in a location and manner that protects his privacy, and that the specimen is properly identified, sealed, and protected against tampering. Direct observation of a participant providing a urine specimen will only be conducted when there is evidence that the participant has submitted or attempted to submit an adulterated or false specimen. Specimen collection, storage, and transportation to the laboratory will be conducted in a manner that precludes specimen contamination or adulteration.

### ***Submission of an Adulterated or Diluted Specimen***

If the collection monitor determines that a participant has submitted an adulterated or diluted specimen, the first specimen will be discarded and a second specimen will be requested. It will be the second specimen that will then be tested. If the request for a second specimen is refused, the collector will inform EBI of the participant's refusal to submit an acceptable specimen. Such refusal will be considered as a positive test and result in immediate EXPULSION of the team

### ***Drug/Alcohol Testing and Confirmation***

All urine specimens will be tested for the presence of illegal drugs. EBI reserves the right to test a participant for the presence of prescription medication when it has reason to believe the participant may be abusing such medication.

Any urine specimen that screens positive for the presence of illegal drugs will be confirmed by the Gas Chromatography/Mass Spectrometry (GC/MS) confirmation method at a certified testing laboratory. Any participant who confirms positive for illegal drugs may request their same specimen be re-tested. This request must be conveyed to EBI within 48 hours of the participant

being notified of the positive test result. Any such re-test will be at the participant's expense unless the result is negative, at which time they will be reimbursed. Any participant who requests such a re-test will be suspended during the time of the re-test.

### ***Refusal***

A participant may not refuse to take a drug or alcohol test when requested to do so consistent with the terms of this policy. Such a refusal will be considered equivalent to their testing positive. A participant will be considered as refusing to test as determined by the collection monitor if they:

- 1) expressly refuse to take a test when so requested;
- 2) fail to provide an adequate breath, saliva, or urine sample without a valid explanation; or,
- 3) engage in conduct that clearly obstructs the testing process.

### ***Notification of Test Results***

All test results received from the laboratory will be forwarded through the office of Minert & Associates, Inc. to the President of EBI or his/her designee. In forwarding test results, the staff of Minert & Associates, Inc. will only report results to those EBI officials authorized to receive them. The EBI President or his/her designee will be notified of both the participant's name and the drug(s) for which they were tested.

Any participant who tests positive will be given the opportunity to discuss that result with the staff of Minert & Associates, Inc. prior to EBI taking disciplinary action. In talking with any such individual, the staff of Minert & Associates, Inc. will follow up on all information deemed necessary to resolve the participant's positive drug test.

If the staff at Minert & Associates, Inc. determines that a participant's positive test result was due to his authorized use of prescription medication they will immediately report that result to EBI and no further action will be taken. A participant must provide a current prescription for such medication within 48 hours of the positive test result or retested specimen positive result. If this prescription is deemed valid, no further action will be taken. However, if a participant cannot provide a current prescription or reasonable explanation for his positive test results, EBI will then take disciplinary action consistent with the terms of this Policy.

### **CONCLUSION & CONSENT**

The terms of this *Drug, Alcohol & Tobacco Policy* are intended to produce a team environment where participants are free from the effects of drugs, alcohol and tobacco. Players, parents and coaches should be aware that the provisions of this policy may be revised when necessary. EBI anticipates that by implementing the provisions of this policy, its participants will enjoy the benefits of playing in a safer and more productive team environment.

I understand my responsibilities regarding the possession/use of drug/alcohol/tobacco during my participation in the Eagle Vipers American Legion Baseball Program. I agree to drug testing as described in this *EBI Drug, Alcohol & Tobacco Policy*, and I consent to the release of information concerning my test results by Minert & Associates, Inc. to the EBI President or his/her designee. I also authorize the release of information concerning my test results to my parent or guardian and understand that those results will be held in confidence.

I understand that if I test positive for illegal drugs I will have an opportunity to discuss that result with the staff of Minert & Associates, Inc. for the purpose of providing a reasonable explanation regarding my positive drug test. I further understand that if my test remains positive for illegal drugs or alcohol, I will be subject to the Disciplinary Enforcement described herein. If I am a Coach, I will be considered in violation of my contract and this *EBI Drug, Alcohol & Tobacco Policy* and will be subject to the penalties of both.

I acknowledge that I have received, read, and understand the terms of the *EBI Drug, Alcohol & Tobacco Policy* and agree to abide by its terms. Further, in consideration of the privilege to participate in the Eagle Vipers American Legion Baseball Program, we hereby release, discharge, relinquish, agree not to take legal action against, hold harmless, and indemnify Eagle Baseball, Inc.

## **Eagle Baseball Inc. Grievance Policy**

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EBI believes that through community action we can help young men develop into better adults through participation in organized, supervised recreation. EBI believes that if you teach young people to play by the rules, they will learn to live by the rules. Our desire is to provide a positive experience for all members within our youth sports program.

However, we realize that from time-to-time an issue may arise within our organization that requires attention. We have formed a Grievance Policy to provide a process by which an individual can present an issue for review and resolution. Grievances shall be based solely on the alleged violation of the American Legion codes of conduct by which all members of EBI (players, parents, coaches) shall abide during association-related activities.

The following procedures should be taken regarding any grievance of an individual affiliated with the EBI American Legion programs, specifically the spring freshmen team and the summer American Legion AA & A Vipers teams. Grievances concerning the high school spring varsity and junior varsity teams should be addressed to the Eagle High Baseball Head Coach or the Eagle High Athletic Director as EBI has no authority over these teams.

In an effort to resolve grievances in a reasonable and effective manner, we request your cooperation in complying with the following Grievance Policy.

1. Grievances will only be considered if presented on an individual basis; group grievances will not be accepted. It is the intent of the EBI Board of Directors to keep these matters confidential, involving only those directly involved with the grievance, and to resolve issues at the most immediate level.
2. No grievance shall challenge a coaching decision. A coaching decision means all discretionary decisions not mandated by a specific rule governing league play, including, but not limited to, any decision concerning position assignments, starting assignments and baseball strategy and tactics.
3. If a parent/guardian has a complaint that he/she wishes to make to a coach (outside of coaching decisions), the parent/guardian must present his/her grievance in person to the coach. Emails or texts will not be acknowledged other than to arrange a time to meet personally. The coach, in his sole discretion, may agree to meet in person with the parent/guardian.
4. If a parent/guardian is unable to resolve their grievance with the Coach, or if a parent/guardian has a complaint about any other individual involved with the Eagle Baseball program, said parent/guardian may present, in writing, the facts of his/her grievance to the EBI Executive Committee for review. All formal written grievances must be submitted within 7 days of the alleged incident.
5. The EBI Executive Committee must convene and take the matter into consideration within 7 days of receiving the written complaint.
6. The EBI Executive Committee has the right not to accept or reject any formal written complaint based on merit.
7. The EBI Executive Committee rulings are final.
8. Complaints will be retained on file and may be used in the disposition of other complaints.

## American Legion Baseball Privacy Policy

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The American Legion knows that you care about how your personal information is used and shared, and we take your privacy very seriously. Please read the following to learn more about our privacy policy. The terms of The American Legion website Privacy Policy available at <http://www.legion.org/privacy> are incorporated herein by reference.

### Our Commitment to Privacy

The American Legion Baseball Privacy Policy was developed as an extension of our commitment to combine quality services with integrity in dealing with individuals, teams, posts, sponsors, and others who participate in and support The American Legion Baseball program. This Policy is designed to assist you in understanding how we collect, use and safeguard the personal information you provide to us and to assist you in making informed decisions when using our site and our products and services.

### Modifications to Privacy Policy

The American Legion reserves the right, at its sole discretion, to modify or replace the American Legion Baseball Privacy Policy at any time. If the alterations constitute a material change, The American Legion will make reasonable attempts to notify you. What constitutes a “material change” will be determined at The American Legion’s sole discretion, in good faith and using common sense and reasonable judgment. You are responsible for reviewing and becoming familiar with any such modifications at <http://www.legion.org/baseball/resources>.

### Active Information Collected

In order to provide the services related to American Legion Baseball, we must collect certain private and personally identifiable information. Personally Identifiable Information refers to information that tells us specifically who a player is, such as names, phone numbers, email, postal addresses, social security numbers, credit card information, and possibly information relating to support or service issues. In many cases we need this information to help ensure the health and safety of our baseball players and provide the services that you have requested.

### How Do We Use the Information Collected?

The American Legion will use personal information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by you. The American Legion will take reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete and current. The personal information you provide to The American Legion will be retained only for as long as necessary to fulfill the purposes for which the information was collected or as required by law.

### Sharing Information with Advertisers or Other Third Parties

We will share your personal information with others only as described below.

- *The American Legion Baseball Personnel:* Our personnel and authorized consultants and/or contractors may have access to player information if necessary in the normal course of business.
- *Service Providers:* We may sometimes use other businesses to perform certain services for us, such as maintaining our mailing lists, processing insurance orders and financial transactions, sending postal mail, and providing marketing assistance and data analysis. We may provide Personally Identifiable Information to those businesses when that information is necessary for them to complete a requested transaction or otherwise perform their duties. The American Legion will take reasonable steps to ensure that these third party service providers are obligated to protect Personally Identifiable Information on The American Legion’s behalf.
- *Business Transfers:* In some cases, we may choose to buy or sell assets. In these types of transactions, player information is typically one of the business assets that is transferred. Moreover, if The American Legion, or substantially all of its assets, were acquired, player information would be one of the assets that may be transferred.
- *Protection of The American Legion and Others:* We may release personal information when we believe in good faith that release is necessary to comply with a law; to enforce or apply our Terms of Use and other policies; or to protect the rights, property, or safety of The American Legion, our employees, our users, or others.
- *Financial Institutions:* We may make Personally Identifiable Information that you provide us available to one or more financial institutions, to fulfill and carry out the purchase of insurance or the payment of fees. By providing us your Personally Identifiable Information, you authorize us to exchange your Personally Identifiable Information with such financial institutions.
- *Medical Providers:* We may make Personally Identifiable Information that you provide us available to medical providers in order to help ensure injured or sick players receive appropriate treatment in emergency situations.
- *Baseball Partners:* From time to time we share certain personal data and Personally Identifiable Information you have provided with other reputable organizations in order to help enhance the players’ baseball experience and provide additional opportunities to play baseball outside of The American Legion Baseball program. For example, we regularly share the names, addresses, contact information, and baseball statistics of The American Legion Baseball

players with The Baseball Factory to facilitate baseball college recruiting. More information about the Baseball Factory and their privacy policy is available at <http://www.baseballfactory.com/privacypolicy.asp>. We may also share such information with bona fide college recruiting scouts and coaches upon request by such individuals. If at any time you do not want The American Legion Baseball to share your information (e.g., email address or home address) with other companies and/or organizations for this purpose, please let us know by emailing us at: [baseball@legion.org](mailto:baseball@legion.org). Please state in your correspondence that you no longer would like to be included in the Baseball Partners program.

- *With Your Consent:* Except as noted above, we will contact you when your personal information is shared with third parties or used for a purpose incompatible with the purpose(s) for which it was originally collected, and you will be able to opt out to prevent the sharing of this information.

#### **Data Security, Integrity, and Access**

We secure your personal information submitted by you by using reasonable efforts to prevent unauthorized access or disclosure, or accidental loss or destruction of Personally Identifiable Information. Communications that you may have with us via email or U.S. Mail may not be secure unless we advise you that security measures are in place prior to your sending information. Therefore, if you choose to communicate with us through these means, you are assuming the risk of doing so and we request that you do not send or post sensitive information through these means.

You can ask us to access, update, or delete information that you have provided us by sending us an email at [baseball@legion.org](mailto:baseball@legion.org). We may require proof of your identity before we provide this information and we reserve the right to refuse to provide you with a copy of your personal data under reasonable circumstances, but will give reasons for our refusal. You should understand that we must require certain information to provide our services and the deletion of certain data could result in the removal of a player from The American Legion Baseball program.

### **American Legion Baseball Fan Conduct Policy**

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Fan enthusiasm and support are a great part of baseball and active cheering is encouraged. The American Legion Baseball program is dedicated to providing a safe and positive environment for both the player and fans.

You are requested to be considerate at all times of the feelings of the players and sensitivities of those fans seated around you. Hopefully, this request is all that is necessary. The American Legion will enforce this request in the following manner.

1. The use of artificial noisemakers will not be permitted during an American Legion Baseball game. Persons using any artificial noisemaker will be asked to stop. A second violation will result in removal from the ballpark.
2. Persons entering the playing field or throwing or attempting to throw objects on the field will be subject to immediate ejection and criminal prosecution.
3. Persons using obscene or abusive language or engaging in any other antisocial conduct, offensive to those around them will be asked to cease this conduct. If the offensive conduct persists, those involved will be subject to ejection from the premises

Your cooperation is appreciated and we hope you enjoy the game.

### **American Legion Baseball Fan Liability Warning**

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All persons entering the ball park will assume all risk and danger incidental to the game of baseball whether occurring prior to, during or subsequent to the actual playing of the game, including specifically (but not exclusively) the danger of being injured by thrown bats and thrown or batted balls. The fan agrees the participating teams players and team officials are not liable for injuries resulting from such causes.