

Dear Parents:

As soon as you are able to make your travel arrangements, please return the following five (5) forms, no later than November 27:

1. Player Travel Information Form
2. Medical Information and Emergency Contact Form
3. Baseball Factory's Waiver & Consent Form
4. Baseball Factory's Code of Conduct
5. Baseball Factory's Behavior Pledge

Your son will not be provided with transportation nor will not be able to participate if the proper paperwork is not received prior to the event. Please note, if players are traveling with a parent then we do not need your flight information. So please send in your forms as soon as possible.

Fax your forms to:

443-283-4397, Attn: Alex McMackin (If you fax your forms, you do not need to send the originals)

OR

Scan and email your forms to amcmackin@factoryathletics.com.

If you would like confirmation on the receipt of your forms, please email me at amcmackin@factoryathletics.com.

If after reading through this packet you have additional questions, please contact me at 800-641-4487 X.119, or via email at amcmackin@factoryathletics.com.

Thank you,

Alex McMackin
Client & Staff Logistics Associate

Player Travel Information Form

Player's Name: _____

Player's Cell Phone _____

Will your son be traveling with a parent? **YES/NO**

Parent's Cell Phone _____

Shirt Size _____

Method of Transportation: Car Airplane

If your son will need transportation to and from the airport, please check one of the following:

(We will provide transportation to/from the airport for players that are NOT traveling with a parent. Please note it is usually quicker and more convenient for players to travel to/from the airport with their parents rather than waiting for the Baseball Factory airport shuttle)

Transportation from the airport to complex ONLY

Transportation from the complex to airport ONLY

Transportation from the airport to complex AND complex to the airport

If your son will be traveling alone, please provide the following information:

**please be sure the dates and airport on your reservation match the date/airport listed below*

Arrival Information

Arrival Date: December 27, 2014

Arrival Time _____

Arrival Airport: **Phoenix (PHX)**

Departure Airport _____

Airline _____

Arriving Flight Number _____

Connecting Flight Information _____

Departure Information

Departure Date: December 30, 2014

Departure Time _____

Departure Airport: **Phoenix (PHX)**

Arrival Airport _____

Airline _____

Departure Flight Number _____

Connecting Flight Information _____

If your son is traveling alone and her airline considers her a MINOR, please check this box.

****PLEASE ONLY CHECK THIS BOX, IF YOUR AIRLINE CONSIDERS HER A MINOR. THIS ENTAILS PAYING AN EXTRA FEE AND/OR SUBMITTING A GUARDIAN NAME AND PHONE NUMBER IN WHICH YOUR SON IS TO BE RELEASED TO AT EACH AIRPORT. MOST AIRLINES LABEL AGE 12 AND UNDER AS MINORS.**

Comments and/or Special Requests: _____

Medical Information & Emergency Contact Form

Player's Name: _____

Identify Limitations

Please list any limitations here:

Medical Conditions:

Allergies:

Learning Disabilities:

Medications:

Insurance Information

Health Insurance Provider:

Policy/Group Number:

Emergency Contact Information

Emergency Contact 1: Parent or Guardian:
Name:

Emergency Contact 2: Parent or Guardian:
Name:

Address:

Address:

Contact Number 1:
Contact Number 2:

Contact Number 1:
Contact Number 2:

Emergency Contact 3: Other:
Name:

Relationship to Child:
Address:

Contact Number 1:
Contact Number 2:

WAIVER & CONSENT FORM

By signing below, I, the parent or legal guardian of the player named below, hereby give my full consent and approval for my child to participate in the 2014 Baseball Factory Christmas Camp & Tournament at Pirate City from Dec 20-23, 2014.

I expressly acknowledge that there are certain dangers, risks, illnesses and personal injuries inherent in participating in the 2014 Baseball Factory Christmas Camp & Tournament at Pirate City and I am willing to assume these risks on behalf of my child. I understand and agree that Baseball Factory and its employees, agents, counselors, teachers, trainers, coaches, representatives, successors and assigns assume no responsibility for any and all liability, claims, losses, costs, expenses, damages loss, illness or injury (collectively, "Losses") that I or my minor child or ward, if applicable, may sustain arising out of or relating to: (i) my or his physical or mental condition, including those identified on the Medical Information and Emergency Contact Form, (collectively, "Condition") or (ii) my or his attendance at or participation in any and all activities, including, but not limited to, programs, events, the use or non-use of any equipment, or exercise at or sponsored by Baseball Factory (collectively, "Activities"), whether the result of negligence or other cause. I expressly acknowledge and agree, on behalf of myself and my minor child or ward, heirs and executors that I voluntarily and solely assume the risk from any and all Losses that result from I or my minor child or ward's, if applicable, Condition or attendance at or participation in Activities.

In consideration of Baseball Factory allowing me and/or my minor child or ward, if applicable, to attend or participate in any Activities, I do hereby, for myself and for my minor child or ward, if applicable, heirs and executors, (i) waive any and all rights and claims I have, may have or have had, and (ii) release, forever discharge and hold harmless the Baseball Factory organization, its officers, employees, coaches, sponsors, supervisors, representatives, successors and assigns from any and all Losses that I or my child or ward, if applicable, may sustain arising out of or relating to: (i) my or his Condition or (ii) my or his attendance at or participation in any and all Activities, whether the result of negligence or other cause.

I hereby certify that my child is fully capable of participating in the above event and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these Activities, except as specified on the Medical Information and Emergency Contact Form. In the case of an emergency, if I cannot be reached and my son is under the age of 18, I give Baseball Factory permission to make medical emergency decisions if necessary. If my son does not have health insurance, I agree to pay all medical costs incurred for my son while he is attending or participating in any Activity.

During the course of this event, participants may be asked to play a position that does not match their primary or secondary position (i.e. SS/OF asked to play 3B, 2B/RHP asked to play RF). This is in an effort to maximize playing time and development. Players should not feel forced to play any positions in which they do not feel safe. Objection to certain positions can be voiced at any time - upon registration, event check-in, or on the field. By signing below, I understand that it is my responsibility to notify the Baseball Factory in writing of any position concerns as soon as possible.

I acknowledge that an extraordinary event or circumstance beyond the control of Baseball Factory, such as inclement weather, facility cancellations, war, strike, riot, crime, or Act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc.), may occur. Should such extraordinary event or circumstance occur while your child or ward, if applicable, is attending a Baseball Factory Activity, Baseball Factory will endeavor to ensure the continuation or relocation of the Activity. I do hereby, for myself and for my minor child or ward, if applicable, heirs and executors, waive any and all rights and claims I have, may have or have had, and release, forever discharge and hold harmless the Baseball Factory organization, its officers, employees, coaches, sponsors, supervisors, representatives, successors and assigns from any and all Losses that may be suffered by my child or ward, for changes in the event itinerary due such an unforeseeable event. No refunds or credits will be granted if portions of the event need to be modified due an event or circumstance beyond Baseball Factory's control.

I acknowledge, consent and agree that Baseball Factory may use my or my minor child or ward's, if applicable, image for promotional, trade, solicitation of patronage, educational or other similar purposes. I do hereby authorize Baseball Factory and its partners to record my minor child or ward's, if applicable, participation and appearance on video tape, audio tape, film, photography, or any other medium; use my name and/or my child's name, likeness, voice, and biographical materials in connection with these recordings; and exhibit or distribute such recordings in whole or in part without restrictions or limitation for any educational or promotional purpose. I further waive any and all rights to inspect or approve of the video tape, audio tape, film, photography, or other use of my or my minor child or ward's, if applicable, name and/or likeness, including any written article, script caption or other writing that may accompany such use. I hereby, for myself and for my minor child or ward, if applicable, heirs and executors, waive any and all rights and claims I have, may have or have had, and release, forever discharge and hold harmless the Baseball Factory organization, its officers, employees, coaches, sponsors, supervisors, representatives, successors and assigns, from and against any and all Losses, including but not limited to, claims for libel, slander, invasion of privacy, conversion, defamation, appropriation of likeness or any other claim based on the use of my and/or my minor child or ward's, if applicable, name and/or likeness in any such materials.

I do hereby authorize Baseball Factory to use my email, my child's email and any other emails provided to Baseball Factory by my family, for promotional and educational purposes. I authorize Baseball Factory and its partners to contact those email addresses provided, until such point as I opt-out or unsubscribe. I have read the Baseball Factory privacy policy regarding communications and agree to it as written, available at <http://www.Baseballfactory.com/privacypolicy.asp>.

I hereby represent and warrant to Baseball Factory that I have the authority to execute this Waiver & Consent Form on behalf of myself and my minor child or ward, if applicable, as parent, guardian, and/or next friend, if applicable. In the event of any breach by me of any representation or warranty, or in the event that I, my minor child or ward, if applicable, or any other person nevertheless asserts a claim against the Baseball Factory organization arising out of my minor child or ward's, if applicable, participation in any Baseball Factory Activity, I agree to indemnify, hold harmless and defend Baseball Factory from and against any and all Losses resulting therefrom, including but not limited to, claims of loss, damage, illness or injury to person or property whether or not such Losses result from the negligence of the Baseball Factory or from some other cause.

I understand and agree that this Waiver & Consent Form shall be governed by, and construed in accordance with, the laws of the State of Maryland, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland. I understand and agree that any suit, action or proceeding with respect to this Waiver & Consent Form or any other matter arising out of or relating to any Condition or Activity shall be brought in any federal or state court in the State of Maryland, I agree to submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment.

By signing below, I expressly acknowledge that I have read and agree to the terms and conditions set forth in the Waiver & Consent Form.

Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Date

Player's Name

Player Signature

Date

CODE OF CONDUCT

Baseball Factory is committed to providing a safe and welcoming environment for all of our players. Players must remember that each has been invited to play baseball. Baseball Factory's goal is that each player has positive and rewarding experience. To ensure safety and the most productive and enriching experience possible, we require all players to act appropriately while hosted by Baseball Factory and while participating in Baseball Factory events and/or programs. We expect players to behave in mature and responsible way and to respect the rights and dignity of others. The Baseball Factory Code of Conduct does not permit language or action that can hurt or frighten another person, or that falls below a generally accepted standard of conduct.

Examples of unacceptable conduct include, but are not limited to:

- Displaying anger or vulgar language;
- Physical contact with another person in an angry or threatening way;
- Any demonstration of sexual activity or sexual contact with another person;
- Harassment or intimidation with words, gestures, body language or other menacing behavior;
- Behavior which intends to or results in the theft or destruction of property, including but not limited to any personal property and/or hotel property;
- Carrying or concealing any weapons or devices that may be used as weapons;
- Having female guests in a hotel room at any time;
- The possession and/or improper use of illegal substances including, but not limited to, alcohol, cigarettes, drugs and/or prescription medication;
- Leaving the Baseball Factory complex or provided accommodation without permission from a Baseball Factory staff member;
- Improper use of a personal, hotel or other computer, cell phone or other electronic device, including but not limiting to inappropriate, negative, harassing or bullying conduct toward a player or a player's family member;
- Playing pranks and jokes, including but not limited to, breaking eggs or water balloons;
- Unreasonable noise levels while staying in Baseball Factory accommodations.

Players are responsible for their own personal comfort and safety and should ask any person whose behavior threatens their personal comfort to refrain from such conduct. Baseball Factory staff are trained and expected to respond to any reported violation of our Code of Conduct. Players should not hesitate to notify a staff member if they need assistance. We want to help!

Baseball Factory, in its sole discretion, will determine whether a player has violated Baseball Factory's Code of Conduct. Violations of the Code of Conduct may result in disciplinary action, up to and including, dismissal from the program. No refunds will be given

DISCIPLINE POLICY

If the Baseball Factory, in its sole discretion, determines there has been a violation of Baseball Factory's Code of Conduct, Baseball Factory may take remedial measures, which may include, but are not limited to:

- Assigned running;
- Game suspension;
- Parental notification;
- Letter of explanation to the team or coaches;
- Stern verbal warnings;
- Breaks from activity; and
- Removal from the program.

The proceeding remedial measures are listed in no particular order and may be used as Baseball Factory deems appropriate in a given situation.

Baseball Factory reserves the right to immediately send home any player who violates its Code of Conduct should the Baseball Factory, in its sole discretion, determine that such remedial action is warranted. The decision to remove a player from the program and send the player home is final and parents and/or guardians will be notified. If the parent is unavailable at the contact number provided, Baseball Factory will attempt to notify the other emergency contacts listed on the player's Medical Information & Emergency Contact Form. Should a parent be unavailable to make arrangements for the player's return, Baseball Factory reserves the right to make such necessary arrangements at the parent and/or guardian's expense.

EXPECTATIONS

The parent and/or guardian and player are required to read and understand this Code of Conduct. As the parent and/or guardian, you are responsible for ensuring that the player understands the Code of Conduct and the consequences of violating the Code of Conduct. Both you and the player are also required to read and sign the Behavior Pledge form found following this section. Baseball Factory's Code of Conduct is not just about following rules, but is also about conducting oneself with good moral character, as a premiere athlete should.

By signing below, I acknowledge that I have read the above Code of Conduct and, on my behalf and on behalf of my minor child participant, agree to comply. Should my minor child participant violate the Code of Conduct, I acknowledge and agree that Baseball Factory may utilize disciplinary measures to correct such conduct and my minor child participant may be sent home at my sole expense. .

Parent/Guardian Signature _____

Date _____

BEHAVIOR PLEDGE

As a player participating in the 2014 Baseball Factory Christmas Camp & Tournament at Pirate City, I understand that a part of becoming a premiere athlete is holding myself to the highest standards of conduct and character. I have read Baseball Factory's Code of Conduct and understand and agree to comply with it. I understand that following the Code of Conduct is required for my participation in the 2014 Baseball Factory Christmas Camp & Tournament at Pirate City and that if I violate the Code of Conduct I could be sent home. In accordance with this understanding, I pledge as follows:

- I will behave in a mature and responsible way;
- I will listen to the staff and follow their directions;
- I will respect the rights and dignity of others;
- I will respect the personal privacy of others;
- I will respect differences in cultural, ethnic and family backgrounds;
- I will respect other peoples' belongings and will not steal or damage property;
- I will encourage other players on and off the field;
- I will use appropriate language and will not yell in anger at other players, staff, coaches or attendees;
- I will not be physically aggressive toward others;
- I will comply in all respects with the Code of Conduct;
- If I have questions about acceptable conduct, I will contact a staff member.

By signing below, I acknowledge that I have discussed the Code of Conduct with my parent or guardian and understand it. I agree to comply with the Code of Conduct. By signing below, I acknowledge that I have read the Behavioral Pledge, have discussed it with my parent or guardian and agree with its contents. I understand that if I violate the Code of Conduct and/or Behavioral Pledge, I may be disciplined or sent home.

Player Signature

Date

By signing below, I attest that I have reviewed and discussed the Behavior Pledge with _____, my minor child participant.

Parent/Guardian Signature

Date

Commitment Agreement

All of us at Baseball Factory are committed to help and assist each and every player we see across the country. We spend lots of time and resources to travel to as many cities around the United States as possible. We exert this effort in order to find players who need our help and guidance along the path to college baseball. We are committed to give you, the player, and the parents as much of our knowledge and time as possible to ensure your journey through baseball is smooth and successful.

Our National Tournament Teams and Training events are comprised of players who are selected from National Tryouts and Showcases up to six months in advance. Once a player is selected and he accepts to play and represent Baseball Factory, it is important to understand that he is committing 100% to his team and must be ready to compete and train. Our National player selection process allows us to choose players across the entire U.S. You are competing with players from all 50 states for a spot on one of our prestigious teams. If you are selected and commit to play both Baseball Factory and your teammates are counting on you.

Remember, the Baseball Factory program will enhance your abilities and experience to better prepare you for college baseball. College coaches expect you to be prepared to play at the collegiate level. Play hard and have fun!

Payment Schedule and Refund Policy

INVALID/DECLINED ACCOUNT POLICY: Please note, if you elect to pay your balance on a monthly payment plan, you are responsible to ensure that the monthly payment will be processed on the date that it is scheduled with the payment information provided. Should the credit card or ACH information come back as invalid or declined in a given month, you will be subject to a \$25 fee for that month, only if the issue goes unresolved after 48 hours.

If you are required to make ongoing monthly payments to finalize your registration fees to attend an Under Armour Baseball Factory National Team, Training, or Recruiting Event (including any fundraising efforts that you may be seeking for additional support), you are committed to adhering to the payment plan that has been created for you by the Baseball Factory staff. In the event of any default under the terms of this agreement, you agree to be responsible for any and all collections costs, including court costs, interest and reasonable attorneys' fees of twenty (20%) of any and all monies due. If any dispute arises out of the terms and conditions of this Agreement, you hereby agree that Howard County, Maryland shall be the exclusive jurisdiction for resolution of any and all disputes and that Maryland law shall be applied to any action brought in state or federal court.

For all Baseball Factory Player Development events (national team and training) and the company's Exclusive College Recruiting Program, a commitment fee* is required to secure participation. This commitment fee is non-refundable and non-transferrable. For player cancellation in excess of 30 days from the event (including injuries, weather related occurrences, personal emergencies, schedule changes, and travel delays) any payments made prior to the event, over and beyond the commitment fee, are transferable without penalty to a future Baseball Factory event, as long as the event is within the same calendar year. For all cancellations that occur inside 30 days from the event, any payments made prior to the date of cancellation will be forfeited and may not be transferred to another event, or refunded, unless the player provides a doctor's note clearly stating that he is physically unable to perform at the event. If a doctor's note is provided any monies paid, other than the commitment fee, will be transferable to a future Baseball Factory event within the same calendar year. Player fees will not be refunded.

*For all events priced \$0 - \$1,000 the commitment fee is \$200. For all events over \$1,000 in price the commitment fee is \$500