

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as “I” or “me”) desires to participate in athletic training, use of facilities, instruction, practice and other activities (the “Activity”) provided by T & K Baseball Academy, LLC dba 503 Baseball and/or any affiliated entity (the “Company”). In consideration of being permitted by the Company to participate in the Activity as well as the intangible value that I will gain by participating in the Activity, I agree to all the terms and conditions set forth in this agreement (this “Agreement”).

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT ACTS, NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby expressly waive and release any and all claims, now known or hereafter known in any jurisdiction throughout the world, against the Company, and its officers, directors, employees, agents, affiliates, owners, successors, and assigns (collectively, “Releasees”), on behalf of myself, my family, my heirs and assigns, on account of injury, death, or property damage arising out of or attributable to my participation in the Activity or my presence on the premises operated by the Company, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasees, and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, whether at trial or on appeal, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers. Should the Company or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. In the event of any arbitration, action, lawsuit, or other legal proceeding that is instituted in which disagreement becomes an issue, then the prevailing party therein shall be entitled to recover reasonable attorney’s fees and costs of litigation, whether incurred in preparation of trial, at trial, or on any appeal therefrom.

I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

I agree that if the participant is a minor, this Release of Liability and Assumption of Risk Agreement is made on behalf of that minor participant and that all of the releases, waiver and

promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this Agreement.

I agree that if the participant is a minor, then I further agree to defend, indemnify and hold harmless the Company and any Releasees from any and all claims or suits for personal injury, property damage or otherwise which are brought by, or on behalf of the minor, and which are in any way connected with such use or participation by the minor, including injuries or damages caused by the negligence of the Company or Releasees.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signature:

Dated:

Print Name of Participant:

Address: _____ City: _____ State: _____ Zip: _____
Birth Date: _____ Email: _____ Phone: _____
Emergency Contact: _____ Relationship: _____ Phone: _____

IF THE PARTICIPANT IS A MINOR

Print Name of Participant:

Address: _____ City: _____ State: _____ Zip: _____
Birth Date: _____ Email: _____ Phone: _____

Signature:

Dated:

(Participant or Parent/Legal Guardian if under age of 18)