

Bat'em Out Baseball Academy

ACTIVITY WAIVER, RELEASE, & INDEMNITY AGREEMENT

For and in considerations of permitting (Participant) to enroll in and participate in Baseball Camp or Lessons given by Bat'em Out Baseball Academy LLC and its staff, the undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of engaging or receiving instructions in said activity or any activities incidental thereto wherever or however the same may occur and continue, and the undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators, and assigns prosecute, present any claim for personal injury, property damage or wrongful death against Bat'em Out Baseball Academy, or any of its officers, agents, or employees for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise.

It is the intention of (Participant) by this instrument, to exempt and relieve Bat'em Out Baseball Academy LLC and its employees, from liability for personal injury, property damage or wrongful death caused by negligence.

The undersigned, for him/herself, his/her heirs, executors, administrators, or assigns, agrees that in the event any claim for personal injury, property damage, or wrongful death shall be prosecuted against Bat'em Out Baseball Academy LLC, he/she shall indemnify and save harmless the same Bat'em Out Baseball Academy LLC from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.

The undersigned acknowledges that he/she has read the foregoing Waiver of Liability Notice and the foregoing three (3) paragraphs, has been fully and completely advised of the potential dangers incidental to engaging in the activity and instructing of Baseball Camp and Baseball lessons, and is fully aware of the legal consequences of signing the within instrument.

Signature (Participant) Print Name

Date

Signature (Guardian) Print Name

Date

Signature (Witness)

Date