

SLUGGERS TRAINING CENTER LLC

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Each adult participant, and each adult who is a parent or guardian of any participant who is under 18 years of age, must sign this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement as a condition of participating in any athletic activities at Sluggers Training Center LLC (the "Activities"). This form applies to you and any children under your care, custody or control. Your signature on this release form constitutes your acknowledgment that you have read, understand and agree to its terms.

1. I understand and agree that I am aware that the very nature of the Activities in which I, or the child of whom I am a parent or guardian, may participate during the Activities, are "hazardous activities" within the meaning of Government Code section 831.7 and may cause damage, serious injury, partial or total disability, paralysis, or death. These risks and dangers may be caused by me, the negligence of others, or by the negligence of Sluggers Training Center LLC, its officials, officers, agents, contractors, employees and volunteers as well as other promoters, operators or co-sponsors of the Activities (hereinafter collectively referred to as "the Company").
2. I further understand and agree, on my own behalf, or on behalf of the child of whom I am a parent or guardian (1) to assume all risks inherent in the Activities and in which I, or the child of whom I am parent or guardian, may participate during the Activities, and understand that the Activities involve risk to my person and property and the person and property of any child of whom I am parent or guardian; and (2) to assume the risks, if any, on behalf of myself and any child of whom I have custody or control, arising from the conditions and use of real and personal property in relation to the Activities. I further understand and agree that there may be risks and dangers not known or reasonably foreseeable at this time. I understand and agree that included within the scope of this waiver and release is any cause of action, arising from the performance of or the failure to perform maintenance, inspection, supervision or control of real or personal property, or the failure to warn of existing dangerous conditions not known to or reasonably discovered by the Company, including all acts of negligence of the Company. I am willing to assume these risks on behalf of myself and my/any minor children within my care, custody or control, (hereinafter "my children") who are participating in the Activities.
3. I, on behalf of myself and my children, heirs, executors, successors in interest, assigns and beneficiaries, waive, release, discharge and agree not to sue the Company for any claims, damages, costs, attorney's fees, or causes of action which I or my children have or may have in the future as a result of damages, injuries, including death, sustained or incurred by me or my children from whatever cause, including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released. Further, I shall defend at my own expense, including attorney's fees, with an attorney selected by the Company, the Company in any action or proceeding, legal, administrative or otherwise, based upon such acts, omissions or willful misconduct.
4. This Release, Waiver and Indemnity Agreement shall be binding on me and my children, personal representatives, heirs, executors, successors in interest, assigns and next-of-kin. I further agree on behalf of my minor children that this Release, Waiver and Indemnity Agreement shall be binding on them and their personal representatives, heirs, executors, successors in interest, assigns and next-of-kin.

5. I agree, on behalf of myself and my children, to release, waive, discharge, hold harmless, defend and indemnify the Company from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my or my children's participation in the Activities, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.
6. I understand that any injuries I or my children may receive while participating in the Activities may be compounded or increased by negligent rescue operations or procedures of the Company.
7. I agree on behalf of myself and my children that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Company, and is intended to be as broad and inclusive as is permitted by the laws of the State of California. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8. I agree and acknowledge that I am age 18 or older, and that I and my children will abide by all safety requirements and instructions given to me by the Company or the sponsors of the Activities during our participation in the Activities.
9. I acknowledge that I am aware of the provisions of California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

This Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement has been entered into in contemplation of Civil Code Section 1542. Consequently, I hereby waive, on behalf of myself and any child of whom I am parent or guardian, the benefits and protections of Civil Code Section 1542 and all other state and federal statutes and decisional authority of similar effect.

I HAVE CAREFULLY READ, AND I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND THAT THIS AGREEMENT REPRESENTS A CONTRACT BETWEEN MYSELF AND THE COMPANY. I HAVE AGREED TO SIGN THIS AGREEMENT OF MY OWN FREE WILL.

Participant (or Parent/ Legal Guardian of Participant):

Participant(s): _____

By: _____
Parent's Signature

Print Parents Name

Date