

Twin City Baseball & Softball Club, LLC

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
("Agreement")**

In consideration of being permitted to utilize the facilities and participate in activities associated with the use of the facilities (hereinafter the "Activity"), I enter into this agreement for myself, my heirs and assigns:

1. I understand the Activity is a sport and physical activity which involves inherent risks of physical injury, including risk of permanent disability, paralysis and death ("Risks"). The Risks and dangers associated with participating in this Activity may arise from my own actions or inactions, the actions or inactions of others and/or the areas or conditions in which the Activity takes place.
2. I understand the nature of the Activity and represent that I am in good health and proper physical condition to participate in the Activity. If at anytime I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
3. I EXPRESSLY ASSUME AND ACCEPT RESPONSIBILITY FOR ALL RISKS ASSOCIATED WITH THIS ACTIVITY AND ANY RISKS INHERENT IN ANY OTHER ACTIVITIES CONNECTED WITH THIS ACTIVITY IN WHICH I MAY VOLUNTARILY PARTICIPATE.
4. I HEREBY RELEASE ANY AND ALL CLAIMS I MAY HAVE OR WHICH MAY ARISE AGAINST TWIN CITY BASEBALL & SOFTBALL CLUB, ITS AGENTS, EMPLOYEES OR ANYONE CONNECTED WITH TWIN CITY BASEBALL & SOFTBALL CLUB, LLC, BASED UPON MY PARTICIPATION IN THE ACTIVITY. I further agree I will not sue any of the above referenced persons or Twin City Baseball & Softball Club for any claims, damages, costs or causes of actions I may have or may in the future have as a result of injuries or damages sustained or incurred while on or upon the premises of Twin City Baseball & Softball club.
5. I FURTHER AGREE that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I, or anyone on my behalf, makes a claim against Twin City Baseball & Softball Club, LLC, or the above referenced persons, I WILL INDEMNIFY, SAVE AND HOLD TWIN CITY BASEBALL & SOFTBALL CLUB, LLC, AND/OR THE ABOVE REFERENCED PERSONS HARMLESS FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.
6. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS. I have signed it freely and without inducement. I certify that I am not dazed, in shock or under the influence of any drugs or alcohol which would prevent me from understanding this agreement. Further, I verify that I am over the age of eighteen.
7. Please write the following sentences on the lines below: "I have read this agreement. I understand the risks of this activity."

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: (STREET, CITY, STATE, ZIP): _____

PHONE: _____ EMAIL: _____

PARTICIPANTS SIGNATURE (OVER AGE 18): _____ DATE: _____

MINOR RELEASE

I hereby certify that I am the parent or legal guardian of the above listed participant, who is a minor child. I understand the nature of the Activity and believe that the above listed Minor is in good health and proper physical condition to participate in the Activity. I hereby agree to all the above referenced terms on behalf of the Minor. Further, I affirm that I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS TWIN CITY BASEBALL & SOFTBALL CLUB, LLC, ITS AGENTS, EMPLOYEES OR ANYONE CONNECTED WITH TWIN CITY BASEBALL & SOFTBALL CLUB, LLC, FROM ANY CLAIMS, DAMAGES, COSTS AND CAUSES OF ACTION WHICH THE MINOR OR ANY ONE ON THE MINOR'S BEHALF MAY NOW OR IN THE FUTURE HAVE AS A RESULT OF PARTICIPATION IN THE ACTIVITY.

I FURTHER AGREE that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement I, or anyone on my behalf, makes a claim against Twin City Baseball & Softball Club, LLC, or the above referenced persons, I WILL INDEMNIFY, SAVE AND HOLD TWIN CITY BASEBALL & SOFTBALL CLUB, LLC, AND/OR THE ABOVE REFERENCED PERSONS HARMLESS FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST WHICH MAY INCUR AS THE RESULT OF SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

ADDRESS (STREET,CITY,STATE,ZIP): _____

PHONE: _____ EMAIL: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____