



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WITH PARENTAL CONSENT ("AGREEMENT")

Participant Information:

Form with fields for Last Name, First Name, M.I., DOB, Street Address, City, State, Zip, Emergency Contact, Emergency Contact Phone Number, E-mail Address, and School or League (Optional).

IN CONSIDERATION of being permitted to participate in any way in Powder Blue Sports, LLC, doing business as Sluggers Batting Cages (hereinafter referred to as "Sluggers Batting Cages") facility activities ("Activity" or "Activities"), as defined in Paragraph 1 below, the undersigned individual ("I" or "Participant"), for myself, personal representatives, parents, heirs, children, assigns, or anyone on behalf of my estate, now agree and certify as follows:

1. I acknowledge that Sluggers Batting Cages provides access to automated pitching machines. These machines are timed mechanisms that deliver a pitch to Participant at a speed selected by Sluggers Batting Cages. The approximate speed of said pitch shall be posted outside of each respective cage. The baseballs and softballs used are regulation balls which have not been softened or otherwise altered. I further acknowledge that the pitching machine has no ability to detect that a person or persons are in the line of the pitch, and said machine has no additional safeguards to protect someone from being struck by a ball. The machine will continue to deliver pitches at the selected speed until the completion of the allotted number of pitches, or until manually disengaged. I further acknowledge that Sluggers Batting Cages provides access to practice fields used for pitching, batting and fielding practice. It is understood that the foregoing, as well as any other field activity, court activity, competition, physical training and any other event or activity offered, allowed, sponsored, provided or facilitated by Sluggers Batting Cages, or any of its managers, members, officers, employees, volunteers, representatives or agents, shall constitute "Activity" or "Activities" as used in this Agreement.

2. I acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities. I further agree and warrant that if at any time I believe my physical condition or condition of the equipment or property to be unsafe, I will immediately discontinue further participation in the Activities.

3. I acknowledge and fully understand that: (a) Sluggers Batting Cages Activities involve risks and dangers of serious bodily injury, including but not limited to serious bodily injury, permanent disability, paralysis, and death; (b) these risks and dangers may be caused by Participant's own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, the condition of the premises or of any equipment used, or the negligence of the "Releasees" as named below, or otherwise; (c) there may be other risks and social and economic losses, known and either not known to me or not readily foreseeable at this time; and I fully accept and assume all risks and all responsibilities for losses, costs, and damages I incur as a result of my participation in the Activities. I acknowledge that the foregoing risks include, but are not limited to: collisions, contact with projectiles, latent or apparent defects or conditions in equipment or property, acts or omissions of the Releasees, acts or omissions of other participants, loss of or damage to equipment/property, the Participant's physical condition, the Participant's acts or omissions, and first-aid or emergency treatment or other medical services rendered.

4. I expressly agree and promise to accept and assume all such risks, known and unknown, existing in the Activities. I acknowledge that these Activities are inherently dangerous and all risks cannot be eliminated without jeopardizing the essential qualities of the Activities. My participating in the Activities is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept full responsibility for any and all losses, costs, liabilities, expenses, and damages that I incur arising out of, resulting from, or relating to my participation in the Activities. I further understand that Sluggers Batting Cages has posted signs throughout the premises explaining various rules, regulations and procedures pertaining to the Activities. I understand that I am, at all times, responsible for heeding and strictly adhering to such posted rules, regulations and procedures.

5. I hereby voluntarily release, waive, discharge, and covenant not to sue Sluggers Batting Cages, Powder Blue Sports, LLC, their respective administrators, directors, agents, representatives, officers, members, volunteers and employees, other participants, any sponsors, advertisers, and owner and lessors of the premises on which the Activities take place, and their successors and assigns (each considered one of the "Releasees" herein) from all liability to the Participant or to the Participant's personal representatives, parents, heirs, children, assigns, or anyone on behalf of Participant's estate for any and all damage, and any claims or demands on account of injury to the person or property of the Participant or resulting in the death of the Participant, whether caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue



operations or first aid, arising out of, resulting from, or relating to any of the Activities. I further agree that if, despite signing this Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each and all of the Releasees from any and all liability, claim, demand, loss, or damage, or cost (including litigation expenses and reasonable attorney fees) which may be incurred as a result of such a claim.

6. I hereby provide Sluggers Batting Cages permission to administer basic first aid and I authorize Sluggers Batting Cages, its agents, and employees to contact 911 or other emergency personnel as needed.

7. I hereby certify that I have read and fully understand the Rules and Regulations and I will comply with the terms and conditions set forth therein.

8. I hereby certify and agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Iowa and that if any portion of this Agreement is held invalid, it is agreed that the remaining provisions of this Agreement shall continue in full force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WITH PARENTAL CONSENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, UNDERSTAND IT IS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, REPRESENTATION, ASSURANCE, STATEMENT, OR GUARANTEE APART FROM THE FOREGOING AGREEMENT BEING MADE TO ME.

I, the undersigned Participant, affirms that I am of the age of 18 years or older or that my parent/legal guardian is also signing this Agreement on my behalf, and that I am freely signing this Agreement. I am advised to seek the advice of legal counsel if I am unsure of its effect. I hereby certify that I have read this Agreement, that I fully understand its content and that this Agreement cannot be modified orally.

Participant (All Participants Must Sign):

Name: _____ Signature: _____

Date: ____/____/____

Parent/Legal Guardian (Must Sign if Participant under the age of 18):

Name: _____ Signature: _____

Relationship to Minor: _____ Date: ____/____/____

PARENTAL CONSENT AND WAIVER AND RELEASE OF LIABILITY

(MUST ALSO BE COMPLETED BY PARENT/GUARDIAN FOR ANY PARTICIPANT UNDER THE AGE OF 18)

AND IN ADDITION TO THE FOREGOING, I, the minor's parent and/or legal guardian, on behalf of said child or legal ward, consent and agree to be bound by all the terms, conditions, representations, and acknowledgements set forth in this Release and Waiver of Liability, Assumption of Risk, and Indemnify Agreement with Parental Consent. I understand the nature of the Activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such Activities. Without limiting the generality of the foregoing, I further agree to indemnify and hold harmless the Releasees (as defined above) from any claim, demand, loss, liability, damage and cost (including litigation expenses and reasonable attorney fees) arising out of, resulting from, or relating to the Activities, even if arising from the negligence of the Releasees or otherwise, including negligent rescue operations, brought, instituted or caused by the Participant, any other parent or guardian of the Participant, or any personal representatives, parents, heirs, children, assigns, or anyone on behalf of my estate, or estate of any of them.

I hereby certify that I am the parent or legal guardian of the minor named above, represent that I have explained the risks involved in said Activities to the minor individual, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Legal Guardian:

Name: _____ Signature: _____

Relationship to Minor: _____ Date: ____/____/____



SLUGGERS BATTING CAGES MEDIA RELEASE FORM

I hereby grant Powder Blue Sports, LLC, doing business as Sluggers Batting Cages (hereinafter referred to as "Sluggers Batting Cages"), and their respective administrators, directors, agents, representatives, officers, members, volunteers, employees, advertisers, and any sponsors permission to use my name, take photographs and videos of me, and to publish and use said name, photograph, or video of me in any and all publications for any lawful purpose, including but not limited to web-based publications, publicity, illustration, and advertising. I understand and agree that all photos and videos will become the property of Sluggers Batting Cages and will not be returned.

I hereby authorize Sluggers Batting Cages to edit, alter, copy, exhibit, publish or distribute any photograph or video taken by them, their respective administrators, directors, agents, representatives, officers, members, volunteers, employees, advertisers, and any sponsors. In addition, I hereby waive any right to inspect or approve the finished product, including written or electronic copies of my photograph, video of me, or wherein my likeness appears. Additionally, I hereby waive any right to royalties or other compensation arising out of or in any way related to the use of my name, photograph, video, or other likeness of me or my image.

I hereby hold harmless, release, and forever discharge Sluggers Batting Cages, their respective administrators, directors, agents, representatives, officers, members, volunteers, employees, advertisers, and any sponsors from all claims, demands, actions, and causes of action which I, my children, my parents, my heirs, personal representatives, executors, administrators, assigns, or any other persons acting on my behalf or on behalf of my estate may have arising out of or relating to this Media Release ("Release").

I hereby warrant that I have read this Release carefully, understand its terms, conditions, representations, and acknowledgements, and acknowledge that I have signed this Release freely and voluntarily, without any inducement, assurance or guarantee, and that I intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms of this Release.

Participant (All Participants Must Sign):

Name: _____ Signature: _____

Date: ____/____/____

Parent/Legal Guardian (Required if Participant under the age of 18):

As the parent or legal guardian of the minor named above, I hereby accept and agree to all of the terms, conditions, representations, and acknowledgements of this Release on behalf of the minor. If, despite the terms of this Release, I, or anyone on the minor's behalf, makes any claim against Sluggers Batting Cages arising out of or in any way relating to this Release, I will indemnify, defend, and hold harmless each of the parties from any such claims.

Name: _____ Signature: _____

Relationship to Minor: _____ Date: ____/____/____