

Pirate Youth Baseball Club LLC, Pirate Baseball Training Academy, Velocity Baseball LLC, 4th Qtr. Athletics LLC and JC Land Development LLC Release and Waiver of Liability, Covenant Not To Sue, Assumption of Risk, and Indemnification Agreement

Pirate Youth Baseball Club LLC and Pirate Baseball Training Academy, Velocity Baseball LLC, 4th Qtr. Athletics LLC and JC Land Development LLC is an athletic training facility which offers clients the opportunity to participate in a number of recreational activities, including but not limited to training individuals in connection with baseball and softball, and private parties for **MINORS** (under age 18) and **ADULTS** (age 18 and over).

INHERENT RISKS. It is important that each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** understand that the **Activities** include some known as well as unknown **INHERENT RISKS** of injury. These **INHERENT RISKS** are risks that cannot be eliminated without changing the very nature of the activity.

The following are some examples of **INHERENT RISKS** associated with **Activities** and facilities: Collisions with equipment of other participants; attempting stunts, maneuvers or actions beyond the **PARTICIPANT'S** capacity, skill, or ability; being struck by a ball or other thrown object; slipping or tripping and falling; loss of grip; jumping and striking poles, nets, sidewalls, basketball rims, and other objects; unexpected equipment failures; missing or misplaced padding or mats; over-exertion; communicable diseases; or poor judgment or erratic behavior by the **PARTICIPANT**, other **PARTICIPANTS**, or agents, employees, or volunteers.

INJURIES. Each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** must understand that **INJURIES** can occur as a result of participating in the **Activities**. While not comprehensive or all-inclusive, the types of potential **INJURIES** can be described as minor, serious, or catastrophic:

Minor Injury. These injuries may include, but are not limited to, painful muscle strains and sprains, headaches, bruises, and abrasions.

Serious Injury. Some examples of serious injuries are broken bones, damaged ligaments, and other painful joint injuries, concussions, and eye injuries.

Catastrophic Injury. Some examples of catastrophic injuries are brain damage, paralysis, heart attack, and death.

SAFETY. Before participation in any **Activities** each **PARTICIPANT** and each **PARENT/GUARDIAN** of each **MINOR PARTICIPANT** agree to (1) review and follow all posted rules, policies, and signs and (2) follow any instructions, commands, directions, or advice provided by agents, employees, and volunteers.

RELEASE AND WAIVER OF LIABILITY FOR NEGLIGENCE. In consideration of permission to use the property, facilities, and services, today and on all future dates *during the next twelve (12) months*, I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, on behalf of myself, my heirs, my parents, my spouse (if married), my representatives, and my assigns [hereinafter referred to as "the *Releasing Parties*"] do hereby release, waive, and discharge its owners/members, directors, officers, and affiliates, employees, volunteers, independent contractors, equipment providers, and agents [hereinafter referred to as "the *Protected Parties*"] from liability from any and all claims arising from the ordinary negligence of Protected Parties arising from participation in **Activities**.

COVENANT NOT TO SUE. I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, agree never to institute any lawsuit or action at law or otherwise against any of the *Protected Parties* or to assist in the prosecution of any claim for damages or any cause of action which I may have by reason of Injuries arising from any **Activities** caused by or related to the ordinary negligence of any of the *Protected Parties*. I further expressly agree that my heirs, executors, administrators, and personal representations, and/or anyone else claiming on my behalf, shall not institute any lawsuit or action at law or otherwise against any of the Protected Parties, nor shall they initiate or assist in the prosecution of any claim for damages caused by or related to the negligence of any of the *Protected Parties*.

EXPRESS ASSUMPTION OF RISKS. I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, on behalf of myself, my heirs, my parents, my spouse (if married), my representatives, and my assigns, have read the above paragraphs and know that **Activities** involve **INHERENT RISKS** which vary with the activity. I understand the demands of those activities relative to each **PARTICIPANT'S** individual physical condition and skill level, and I appreciate the types of injuries that may occur as a result

of **Activities** and their potential impact on each **PARTICIPANT'S** well-being and lifestyle. I hereby assert that participation is voluntary and that I knowingly assume all **INHERENT RISKS** as a **PARTICIPANT** or as a **PARENT/GUARDIAN** of **MINOR PARTICIPANT**.

INDEMNIFICATION. I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, agree to hold harmless, defend, and indemnify the *Protected Parties* (that is, defend and pay any judgment and costs, including investigation cost and attorney's fees) from any and all claims of the *Releasing Parties* arising from my injury or loss due to the participation at facility arising from the ordinary negligence of the *Protected Parties*.

I further agree to hold harmless, defend, and indemnify the *Protected Parties* (that is, defend and pay any judgment costs, including investigation costs and attorney's fees) against any and all claims of co-participants, rescuers, and other arising from my conduct (or that of the **MINOR**) in the course of participation at the facility (including claims arising from the **INHERENT RISKS** OF facility and those arising from the ordinary negligence of 4QA or *Protected Parties*).

RELEASE IS OPTIONAL. I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, acknowledge, understand, and agree that I had the opportunity, before voluntarily deciding to enter into this Agreement, to negotiate different to enter into this Agreement, to negotiate different release, waiver, assumption of risk, and/or indemnity terms for a substantially higher participation fee for the **Activities**, and I hereby waive the right to bargain for terms different than those set forth herein.

I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, confirm that this Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire release agreement with facility and cannot be modified or changed in any way by representations or statements by any agent, employee, or volunteer of facility. Only Pirate Youth Baseball Club LLC President Mike Simoens, or 4th Qtr. Athletics LLC and JC Land Development LLC owners Charles Nickel or Jeffrey Elliott have the authority to modify terms of this Agreement and all such modifications must be in writing and signed by the party against whom enforcement is sought.

I further expressly agree that the foregoing Release and Waiver of Liability, Covenant Not To Sue, Assumption of Risk and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Wisconsin and that the remainder shall, notwithstanding, continue in full legal force and effect.

I also understand that if any legal action is brought, the appropriate trial court for Brown County in the state of Wisconsin has the sole and exclusive jurisdiction and that only the substantive laws of the state of Wisconsin shall apply.

I, the **PARTICIPANT**, and/or I as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, have read this Agreement and understand that I have given up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury, or loss. I acknowledge that I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to **INHERENT RISKS** and/or the ordinary negligence of the *Protected Parties*, to the greatest extent allowed by law of the state of Wisconsin. Additionally, I, as a **PARENT/GUARDIAN** of a **MINOR PARTICIPANT**, assert that I have explained the risks of the activity to my minor of son or daughter and that he or she understands this Agreement.

Player Signature _____ Date _____

Parent Signature _____ Date _____