

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
(required by insurer of Fielder's Choice, LLC)**

In consideration of participation in the sport of baseball or softball, use of the Fielder's Choice training facility and other good and valuable consideration received, I hereby agree to release and discharge from liability, however arising, Fielder's Choice, LLC (d/b/a and herein called Fielder's Choice) and its owners, directors, members, officers, creditors, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that the sport of baseball or softball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises and other bodily injuries as serious as death, disability or blindness, caused by contact with baseballs, bats, other participants or structures like walls or fences, or caused by uneven ground, medical conditions resulting from physical activity and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly assume all of the risks inherent in this activity or that might have been caused by the negligent acts or other acts or omissions of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of the equipment or facilities provided in any way by Fielder's Choice caused by negligence or any other act or omission of the Releasees. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this release, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no physical or medical condition which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this release, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the Releasees on any basis for claim.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understand this document and I agree to be bound by its terms.

Signature _____ Printed name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (must be filled out for children 17 and under)

In consideration of _____'s being permitted to participate in this activity, I further agree to release,
(PRINT minor's first and last name)

indemnify and hold harmless Releasees from any claims alleging negligence or any other basis for liability on the part of Releasees which are brought by or on behalf of the above-named minor or are in any way connected with such participation by said minor.

Parent or Guardian Signature _____ Printed name _____ Date _____