



RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in practices, camps, clinics or lessons, and for other good and valuable consideration, I hereby agree to release and discharge from all liability arising from negligence by Storm Softball & Baseball Training Center and its owners, directors, officers, coaches, trainers, employees, 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 representative and estate, and also agree as follows:

- 1. I acknowledge that all practices, camps, clinics or lessons 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 musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; medical conditions resulting from physical activity; and damaged clothing or personal 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 accepted and assume all of the risks inherent in this activity or that might have been caused by the negligence 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 facility conditions are unsafe or that I am unable to participate due to physical or medical conditions, then 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 their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, 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 these activities, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical 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 Michigan 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 document, I agree that if I am hurt or my personal property is damaged during my participation in these activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

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 these activities would not be made available to me if this release is not signed. I have read and understand this document and I agree to be bound by its terms.

Participants Name: _____ Travel Team (if applicable) _____

Signature (if over 18) _____ Age (if under 18) _____

Parent or Guardian Signature (if under 18): _____ Date: _____

Print Parents Name (if under 18): _____ Telephone _____

GROUP RENTALS (signature by coach covers all participants from team)

TEAM NAME(COMMUNITY): _____ COACHES NAME: _____

EMAIL ADDRESS: _____ COACHES SIGNATURE: _____

COACHES TELEPHONE #: _____ AGE OF PARTICIPANTS: _____