

HOME FIELD FOUNDATION
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT (“Agreement”)

I, the undersigned, certify that I am the parent and/or legal guardian of (participant name), a minor child (“Minor”). In consideration of myself and/or Minor being able to participate in and/or observe baseball related events and activities at and around event site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to the following on behalf of myself, Minor, and our heirs, assigns, personal representative(s), and/or estate(s): I acknowledge that the Activities involve 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/softballs, 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 cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

I knowingly and voluntarily assume all risks to myself and/or Minor relating to the Activities, including the risks of serious bodily injuries such as permanent disability, paralysis or death, and agree to be responsible for any and all injuries, damages, costs, expenses, and other losses that could arise at any time as a direct or indirect result of my and/or the Minor’s participation in or observation of the Activities.

I acknowledge that the Released Parties will not be responsible for supervising Minor or any other individuals participating in the Activities. It will be my responsibility to discontinue my and/or Minor’s participation and/or observation in the Activities if I believe that any circumstances relating to the Activities are unsafe or that their participation in or observation of the Activities will result in harm.

I knowingly and voluntarily release, forever discharge, and agree to indemnify and hold harmless (1) Home Field Foundation (the “Company”) and (2) any of its owners, members, managers, affiliates, employees, representatives, volunteers, and agents (collectively referred to as the “Released Parties”) from any and all claims, demands, damages, or causes of action which are in any way connected with my and/or Minor’s participation in or observance of the Activities, including but not limited to the death or damage to property, whether or not the damage or injury is due in whole or in part to the negligence of any of the Released Parties.

I agree that if anyone makes a claim on my behalf, or on behalf of Minor, against any of the Released Parties, I will indemnify, defend and hold the Released Parties harmless from and against any and all such claims at my own cost. Should the Released Parties 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. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR ANY INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF THE ACTIVITIES, AND HAVE SIGNED IT VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By signing below, you are signing the original document and agree to be held in accordance with the terms and conditions of this Agreement. Also, by signing I acknowledge I have been offered a copy of this Agreement.

Signature of Parent and/or Guardian

Printed Name of Parent and/or Guardian

Date