

## **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

IN CONSIDERATION of participating in the sport of baseball and use of the facility, equipment, and services provided by RAGE CAGE BASEBALL, LLC, a Michigan limited liability company, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence or otherwise RAGE CAGE BASEBALL, LLC, a Michigan limited liability company, its owners, members, directors, officers, employees, agents, volunteers, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, spouse, parents, heirs, guests, invitees, assigns, personal representative and estate, and also agree as follows:

1. I ACKNOWLEDGE that the sport of baseball 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 damage to 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. I agree to wear all recommended safety gear during participation (such as batting helmets, mitts, pads, footwear and athletic attire) and to follow all rules of the activity at the facility. I hereby represent that I possess sufficient skills, coordination, and physical fitness to safely participate in the activity.

2. I EXPRESSLY ACCEPT AND ASSUME all of the risks inherent in this activity or that might have been caused by the negligence, or other action or inaction, 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, 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 or otherwise. This release does not apply to claims arising from intentional misconduct. 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 this activity, 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 cost of, all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit in respect hereto, I agree to do so solely in the State of Michigan, County of Oakland, and agree that the substantive law of the State 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 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 parties being released on the basis of any claim for negligence or otherwise.**

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I understand that this activity might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to participate in return for the execution of this release is a reasonable bargain. I am voluntarily signing this agreement, and intend my signature to be a complete release of all liability, including that due to inherent risks or the negligence, or other action or inactions, of the Releasees, to the greatest extent allowed by law. **I have read and understand this document, and I agree to be bound by its terms.**

#### **PARTICIPANT**

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

#### **PARENT OR GUARDIAN OF MINOR PARTICIPANT**

**(Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence or otherwise which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Signature of  
Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_