

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER AGREEMENT

American Hero Legends™ Knuckleball Nation Pitching Clinic Dates: April 25th and 26th

Participant Name: _____ **Date of Birth:** _____

Age: _____

Parent/Guardian Name (required if Participant is under 18):

_____ **Relationship:** _____

By signing below (or by registering/participating in the clinic), I (the Participant, or Parent/Guardian if the Participant is a minor) acknowledge, understand, and agree to the following:

- 1. Acknowledgment of Risks** Baseball pitching activities, including the knuckleball pitch, drills, instruction, bullpen sessions, demonstrations, warm-ups, and use of facilities/equipment, involve **inherent and significant risks** of serious injury, illness, disability, death, or property damage. These risks include—but are not limited to—arm, shoulder, elbow, wrist, or other overuse/strain injuries (such as UCL tears, tendinitis, growth plate damage in youth, or other pitching-related issues), sprains, fractures, concussions, collisions, slips/falls, equipment failure, and aggravation of pre-existing conditions. Risks may arise from repetitive throwing, following instructions, physical exertion, interactions with others, or environmental factors.
- 2. Assumption of All Risks** I knowingly and voluntarily **assume all risks** associated with participation in the clinic and related activities—**whether known or unknown, foreseeable or unforeseeable, and whether caused by negligence or otherwise.** This includes **any and all injuries acquired during the clinic** as well as **any aggravation or worsening of existing/pre-existing injuries or conditions.** I understand that no amount of care or instruction can eliminate these risks entirely.
- 3. Release and Waiver of Liability** In consideration of being permitted to participate, I hereby **release, waive, discharge, and covenant not to sue** American Hero Legends Baseball, Knuckleball Nation (including Chris Nowlin and affiliates), all sponsors (including YAYYU Publishing, Houston Hardball League, American Pastime Sports, and any others), instructors, guests, facility owners/operators, and their respective directors, officers, employees, volunteers, agents, and representatives (collectively, the "Released Parties") from **any and all liability, claims, demands, actions, or causes of action** whatsoever for any loss, damage, expense, injury, illness, disability, death, or property damage arising out of or related to my/the Participant's participation in the clinic or activities—**WHETHER CAUSED BY THE**

NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, to the fullest extent permitted by law.

The Released Parties are not responsible or liable for any injuries, including those acquired during the clinic or related to any pre-existing conditions. **I agree that all such risks and responsibilities are mine/my child's alone.**

4. **Indemnification** I agree to indemnify, defend, and hold harmless the Released Parties from any claims, losses, liabilities, damages, costs, or expenses (including attorneys' fees) arising from my/the Participant's participation.
5. **Representation of Fitness** I represent that the Participant is physically fit and able to participate, and I accept full responsibility for monitoring health and seeking medical care if needed.
6. **Governing Law** This Agreement is governed by Texas law. If any part is invalid, the remainder remains enforceable.

I HAVE READ THIS AGREEMENT CAREFULLY, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY. I UNDERSTAND THAT BY SIGNING/REGISTERING, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR NEGLIGENCE OR OTHER CLAIMS RELATED TO INJURIES.

Participant Signature (if 18+): _____ **Date:** _____

Parent/Guardian Signature (required if under 18): _____ **Date:**

Printed Name: _____

Emergency Contact & Phone: _____