

BALL OWL'T SPORTS TRAINING FACILITY

116 EAST NESHANNOCK AVENUE, NEW WILMINGTON, PA 16142

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

There are certain inherent risks associated with participating in sports and/or athletic training that cannot be eliminated, including, but not limited to: (1) minor injuries such as scratches, cuts, bruises and strains; and (2) major injuries such as injuries to eyes, infection, loss of sight, joint injuries, back injuries, heart attacks, concussions, paralysis and even death. Also included are the same or similar injuries that might result from using training equipment, use of training facilities, the acts of others or from the unavailability of emergency staff or emergency medical care ("Risks"). All of these Risks will be present in the activities that you and/or your minor will be participating in at **BALL OWL'T SPORTS TRAINING FACILITY** (the "Activities"). HAVING READ THIS PARAGRAPH and having an appreciation for and an UNDERSTANDING OF THESE RISKS, you hereby affirm that you and/or your minor's participation in these Activities is voluntary and that you agree on behalf or yourself or your minor to all of the following:

1. ASSUMPTION OF RISK I, on behalf of myself and/or my minor, ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE ACTIVITY ITSELF, USE OF THE EQUIPMENT OR FACILITIES, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE, as well as those Risks described in the preceding paragraph.

2. INDEMNITY/HOLD HARMLESS I, on behalf of myself and/or my minor and/or our heirs, personal representatives and/or assigns, also agree to indemnify and hold **BALL OWL'T SPORTS TRAINING FACILITY and DiDi, LLC**, as well as all their affiliates, parents, subsidiaries, assigns, partners, attorneys, members, employees, independent contractors, shareholders, officers, directors, landlords, lessors, agents or producers, investors, or any other person or entity associated with the ownership, operation or affiliation with recreational facilities and premises and the creation, production or distribution of material relating to **BALL OWL'T SPORTS TRAINING FACILITY** including print, social media and websites ("Releasees") harmless from any and all claims, causes of actions, lawsuits, arbitrations or proceedings as well as from any expenses, judgments, costs, fees, damages and/or liabilities, including attorneys' fees incurred in defending or prosecuting any such claims brought as the result of my or my minor's participation in the Activities. I hereby allow **BALL OWL'T SPORTS TRAINING FACILITY** to use my or my minor's image or likeness without current or future compensation.

3. RELEASE/WAIVER In consideration for being permitted to participate in the Activities, I, on behalf of myself and/or my minor and/or our heirs, personal representatives and assigns HEREBY RELEASE, WAIVE AND DISCHARGE **BALL OWL'T SPORTS TRAINING FACILITY and DiDi, LLC and the Releasees**, from any and all liability associated with or related to my or my minor's participation in the Activities and agree NOT TO SUE **BALL OWL'T SPORTS TRAINING FACILITY and DiDi, LLC and the Releasees** for any reason resulting from or associated with my or my minor's participation in the Activities. This waiver and release is intended to include all claims for injuries, accidents, illnesses, or property loss, whether known or unknown or anticipated or unanticipated, which are in any way related to or associated with the Activities.

4. NO INSURANCE I, on behalf of myself and/or my minor, acknowledge that **BALL OWL'T SPORTS TRAINING FACILITY** does not carry insurance on behalf of myself or my minor.

5. LEGAL RIGHTS I, on behalf or myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this agreement.

6. SEVERABILITY I, on behalf or myself and/or my minor, intending to be legally bound, understand and expressly agree that this agreement is intended to be as broad and inclusive as permitted by the laws of Pennsylvania. If any portion of this agreement is held invalid or unenforceable, it is agreed that the balance of the agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to the Releasees as permitted by applicable law.

Witness: _____ Participant's Name _____
Signature _____ Date _____

FOR PARTICIPANTS OF MINORITY AGE --- (UNDER AGE 18 AT THE TIME OF REGISTRATION)

CONSENT AND RELEASE ON BEHALF OF MINOR

I am the parent and/or legal guardian of the above named minor participant. I have read this agreement thoroughly and understand all of the terms. I understand that I am surrendering legal rights on behalf of the minor and myself. I, on behalf of myself and my minor, agree and intend to be legally bound by all of the terms of this Agreement and also give my consent to allow my minor to participate in the Activities described herein. I release and agree to indemnify and hold harmless the Releasees from any kind and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from the negligence of the Releasees, to the fullest extent permitted by law.

Witness: _____ Parent/Guardian's Name _____
Relationship to Minor _____
Parent/Guardian's Signature _____ Date _____