



# Brian Bass Pitching Studio LLC

## Waiver and Release of Liability

In consideration of the risk of injury that exists while participating in baseball pitching and training (herein referred to as the “**Activity**”); and

In consideration of my desire to participate in said **Activity** and being given the right to participate in same.

I hereby, for myself my heirs, executors, administrators, assigns or personal representatives (hereinafter collectively, “**Releasor**,” “I” or “me”, which terms shall also include **Releasor’s** parents or guardian if **Releasor** is under 18 years of age), knowingly and voluntarily enter this **Waiver and Release of Liability** and hereby waive all rights, claims or causes of action of any kind arising out of my participation in the **Activity**; and

I hereby release and forever discharge, **Brian Bass and Brian Bass Pitching Studio LLC.**, located at 22600 Lambert Street, Suite G-1403, Lake Forest, CA 92630, their affiliates, managers, successors and assigns, (collectively “**Releasees**”) from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned **Activity**.

**I am voluntarily participating in the Activity, and I am participating in the Activity entirely at my own risk. I am aware are the risks associated with participating in this Activity, which may include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others’ negligence, conditions related to travel to and from the Activity, or from conditions at the Activity’s location. Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity.**

I further agree to indemnify, defend and hold harmless the **Releasees** against all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney’s fees and any related costs.

I further acknowledge that **Releasees** are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or **Activity** on behalf of **Releasees**. If I should require medical care or treatment, I authorize **Brian Bass/Brian Bass Pitching Studio LLC** to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, and use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I further acknowledge that this **Activity** may involve the test of a person’s physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree to participate in the **Activity** unless I am mentally able and properly trained, and I agree to abide by the decision of **Brian Bass/ Brian Bass Pitching Studio LLC** official or agent, regarding my approval to participate in the **Activity**.

I hereby acknowledge that I have carefully read this “Waiver and Release” and fully understand that it is a Release of Liability. I expressly agree to release and discharge **Brian Bass/Brian Bass Pitching Studio**



# Brian Bass Pitching Studio LLC

LLC and all its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise must bring a legal action against **Brian Bass/ Brian Bass Pitching Studio, LLC** for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for ordinary negligence, this Release is also for such negligence on the part of **Brian Bass/ Brian Bass Pitching Studio LLC**, its agents, and employees. I agree that this Release shall be governed for all purposes by California law, without regard to any conflicts of law principles. This Release supersedes all previous oral and written promises and other agreements.

If any damage to equipment or facilities occurs as a result of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for all costs associated with any such actions of neglect or recklessness.

This **Waiver and Release of Liability** shall remain in effect for the duration of my participation in the **Activity** during this initial and all subsequent events of participation.

**This Agreement** was entered into an arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and **Brian Bass/ Brian Bass Pitching Studio LLC** agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain in terms of this Agreement, but that it'll be interpreted based on language in accordance with the purposes for which it is entered.

If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In an event of an emergency, please contact the following person(s) in the order presented:

Emergency Contact	Contact Relationship	Contact Phone
_____	_____	_____
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this Agreement. I certify that I have read this Agreement, that I fully understand its content and that this Release cannot be modified orally. I am aware that this is my Release of Liability and a contract and that I am signing it of my own free will.

Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_



# Brian Bass Pitching Studio LLC

## Parent and Guardian Waiver for Minors

In the event, that the participant is under the age of consent (18 years of age), then this Release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_