

AGREEMENT AND RELEASE OF LIABILITY



This Agreement and Release of Liability ("Agreement") is given to and for the benefit of Xtra Innings Corporation ("Xtra Innings") and the employees, staff, volunteers, agents, contractors or other personnel of Xtra Innings Corporation (collectively, "Staff").

By signing this Agreement:

I agree to abide by all Rules and Code of Conduct posted at the facility or provided to me by Xtra Innings. I agree that the Rules and Code of Conduct may be changed by Xtra Innings.

I also agree as follows:

- I will respect the Staff, by listening and following their instructions to the group or to me personally. I will respect others and their belongings.
- I violate this Agreement, if, for example, I am disrespectful, disruptive, disorderly, using profanity or pornography, using or in possession of tobacco, alcohol or drugs, dressed inappropriately, being a danger to myself or to others, or involved in any behavior which could be demeaning to myself or others.
- Any Staff may stop my participation in any activity, dismiss me from the facility, send me home or take other action if I violate this Agreement.
- This Agreement applies to all activities offered by Xtra Innings, including participating in all baseball or softball activities, such as batting cages; pitching tunnels; batting, pitching, catching or throwing lessons; video training; practices; games; and other activities.
- I represent that I am 18 years of age or older.
- I authorize Xtra Innings and its Staff to provide or approve medical treatment for me. I will be responsible for all costs and expenses of any medical treatment. I also understand, however, that neither Xtra Innings nor any Staff are required to provide or approve any medical treatment.
- I consent to the use by Xtra Innings of any videos, photographs and other images of me in any promotional or other materials of Xtra Innings, including in print, via TV or the Internet or in any form of social media.

(Initials) ***I understand that the activities and programs of Xtra Innings involve various risks, including sickness or emotional or physical injury, which could be serious, or death, and loss of or damage to property. There are also risks that cannot be foreseen. I also understand that there may be other participants in activities, and that Xtra Innings is not responsible for any actions or statements by others. I understand I may catch a virus or other illness, or otherwise become sick, from Staff or other participants or from using gear, equipment or other facilities used by Staff or other participants. I accept all known and unknown risks.***

(Initials) ***I fully waive and release Xtra Innings and its Staff from any and all liability and suits, actions, proceedings or claims (of any type) for any sickness or injuries to me, loss of life, loss of or damage to any of my property or any other liabilities, claims, losses or damages. My release includes any sickness, injury, death, loss or damage in anyway caused by any medical treatment provided by Xtra Innings, by the condition of the facilities, or by any negligence, recklessness or other act or omission of Xtra Innings, any Staff or any participant in any activities. I understand this is a full and complete waiver of all legal rights. This waiver and release are additional and cumulative to any other waivers or releases that I may at any time give to Xtra Innings.***

- I have reviewed and considered this Agreement before signing it. This Agreement shall bind me and my heirs and representatives. This Agreement sets out our entire agreement, and this Agreement cannot be changed except in a writing that is signed by Xtra Innings.

Signature: _____

Date: _____

Printed Name: _____