

In Consideration of being permitted to participate in any way in the INDOOR SPORTS activity ,I , for myself for personal representatives, assigns, heirs and next of kin:

- 1. ACKNOWLEDGE, agree and represent that I understand the nature of Indoor Sports Activity and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe; I will immediately discontinue further participation in the activity.
- 2. Fully understand that: (A) Indoor sports activities involve risks and dangers of serious bodily injury, Including permanent disability, paralysis, and Death (“Risks”); (B) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the “releasees” named below; (C) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and responsibility for losses, costs and damages that occur as a result of my participation or that of the minor in the activity.
- 3. Hereby Release, discharge and covenant not to sue SYRACUSE BASEBALL CLUB LLC, their respective administrators, directors, agents, officers, members, volunteers, employees, other participants, sponsors, advertisers, and if applicable, owner and lessors or premises on which the activity takes place (each considered one the “Releasees” herein) from all liability, claims, demands, losses, or damages, on my account, caused of alleged to be caused, in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations, and I further agree, that if, despite this release and waiver of liability, assumption of risk, and indemnity and parental consent agreement, I, or anyone on my behalf, makes a claim against any of releasees, I WILL IDEMNIFY, save and hold harmless each of the releasees, from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as a result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OF ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT _____

ADDRESS OF PARTICIPANT _____

PHONE NUMBER _____

EMAIL _____

PARTICIPANT SIGNATURE(ONLY IF OVER 18) _____

MINOR RELEASE

And I, The minors parent and/or legal guardian, understand the nature of indoor sports activities and the minors experience capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge and covenant not to sue, and agree to indemnify save and hold harmless each of the releasees from all liability claims, demands, losses or damages on the minor’s account caused or alleged to be caused in whole or in part by negligence of the “releasees” or otherwise, including negligent rescue operations. I further agree that if, despite this release, I, the minor, or anyone else on the minor’s behalf makes a claim against any of the releasees named above, I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney’s fees, loss liability, damage or any cost that may incur as a result of such claim.

PRINTED NAME OF PARENT/GUARDIAN _____

ADDRESS (IF DIFFERENT THAN ABOVE) _____

PHONE # (IF DIFFERENT THAN ABOVE) _____

SIGNATURE OF PARENT/GUARDIAN _____