



LINE DRIVE HITTING, LLC

Parental/Guardian Waiver, Release of Liability, Indemnification and Consent

I, the undersigned, as parent or legal guardian of the child named below (“Participant”), do hereby give my full consent and approval to permit Participant to use the Line Drive Hitting, LLC (“Line Drive”) facilities and equipment at 2598 Marak Road Unit 2A, Swisher, IA and participate in Line Drive programs and activities.

I hereby acknowledge, warrant and agree to the following:

1. **Authority and Permission.** As the parent or legal guardian of Participant, I have the authority to execute this Agreement on the Participant’s behalf, and on behalf of any other parent or legal guardian of Participant, and I hereby grant my permission for Participant to use any facilities and equipment issued or owned by Line Drive (facilities and equipment are collectively referred to hereinafter as “Line Drive Facilities”), and to participate in Line Drive’s athletic programs and activities (“Line Drive Activities”).

2. **Health of Participant.** I understand that participating in Line Drive Activities requires strenuous physical activity and I hereby warrant and covenant that Participant has had a physical examination within the past year, and that (a) he/she is mentally and physically fit and able to participate in Line Drive Activities and to use Line Drive Facilities; and (b) he/she suffers from no medical condition or illness that may be exacerbated, aggravated, triggered, or otherwise affected, by his/her participation in Line Drive Activities or use of Line Drive Facilities.

3. **Acknowledgement of Risk.** I understand that the very nature of the game of baseball is hazardous and risky, including, but not limited to, the acts of pitching the ball, having the ball hit back at the pitcher, fielding the ball, swinging the bat, running, jumping, stretching, sliding, diving and collisions with other players, volunteers and stationary objects, all of which can cause serious injury or death to my child and to other participants. On behalf of myself, Participant, and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that Participant’s use of Line Drive Facilities and participation in Line Drive Activities is inherently dangerous and my child’s property is at risk for damage, and my child is at risk for serious emotional, physical, and bodily injury, including partial or permanent disability, temporary or permanent paralysis, and death (“Risks”).

4. **Assumption of Risk.** On behalf of myself, Participant and any other parent or legal guardian of Participant, and on behalf of our heirs, executors, personal representatives, assigns and estates, I hereby knowingly and voluntarily assume and accept all Risks of injury, death, illness, disease, and damage to property, inherent in, associated with or arising from Participant’s use of Line Drive Facilities and participation in Line Drive Activities and as may otherwise arise or result therefrom, and I hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless Line Drive, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, from any and all claims, demands, or causes of action, which are in any way connected with Participant’s use of Line Drive Facilities



and participation in Line Drive Activities (“Claim(s)”), including any such Claims which allege a negligent act or omission of or by Line Drive; and to indemnify Line Drive, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys’ fees, incurred in connection with any said Claim.

5. **Covenant Not to Sue and Agreement to Indemnify.** On behalf of myself, Participant and on behalf of any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge that by signing this Agreement, we are each voluntarily waiving any right to, and will be precluded from, bringing any lawsuit, cause of action, or Claim against Line Drive, and its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any losses, injuries or damages in connection with, or pertaining to, any personal injury, property loss or death, suffered or sustained by Participant in connection with his/her use of Line Drive Facilities and/or participation in Line Drive Activities, whether or not such losses, injuries or damages are caused solely or, in part, by the negligence, including ordinary negligence and gross negligence, carelessness or fault of Line Drive, or its members, owners, employees, officers, agents, representatives, successors, assigns and customers. Furthermore, on behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby covenant, warrant and agree that should any of us, or the heirs, representatives, assigns or estates of any of us, breach this Agreement by commencing a lawsuit, cause of action or by otherwise bringing a Claim against Line Drive, and/or its members, owners, employees, officers, agents, representatives, heirs, successors and assigns, as a result of a Participant’s use of Line Drive Facilities and/or participation in Line Drive Activities, pursuant to this Agreement, we shall be individually and jointly liable to Line Drive for any and all costs, damages, losses, and expenses, including judgments, fines, settlements, punitive damages and attorneys’ fees, arising from any such threatened, pending or instituted Claim, whether civil, criminal, administrative or arbitral, and any appeal to such a Claim.

6. **Miscellaneous.** I agree that the venue for any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction located in Linn County, Iowa, and such dispute or cause of action shall be governed by and construed in accordance with the laws of the State of Iowa. I expressly agree that this Parental/Guardian Waiver, Release of Liability, Indemnification and Consent Agreement is intended to be broad and inclusive as permitted by the law of the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I also agree that this Agreement is binding on and enforceable by and against the parties, their successors, legal representatives, and assigns.

7. **Acknowledgements.** On behalf of myself, Participant and any other parent or legal guardian of Participant, I hereby understand, agree and acknowledge: (A) THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT; (B) THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, AND AGREE TO BE BOUND BY ITS TERMS; (C) THAT I HAVE NOT RELIED ON ANY ORAL OR WRITTEN REPRESENTATIONS MADE BY LINE DRIVE, OR ANY OF ITS MEMBERS, OWNERS,



EMPLOYEES, OFFICERS, AGENTS OR REPRESENTATIVES; (D) THAT I AM FULLY AWARE OF, AND HAVE BEEN ADVISED OF THE POTENTIAL RISKS CONNECTED WITH PARTICIPANT'S USE OF LINE DRIVE FACILITIES AND PARTICIPATION IN LINE DRIVE ACTIVITIES; (E) I UNDERSTAND THAT I AM NOT ALLOWED TO BRING A NON-MEMBER TO THE FACILITY AND I ASSUME ANY LIABILITY IN SUCH SCENARIO AND CAN RESULT IN MEMBERSHIP BEING REVOKED; AND (F) THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY, AND OF MY OWN FREE WILL.

IF ONLY ONE PARENT OR GUARDIAN EXECUTES THIS AGREEMENT ON BEHALF OF PARTICIPANT WHO IS UNDER 18 YEARS OF AGE, THEN THE UNDERSIGNED PARENT OR GUARDIAN OF THE PARTICIPANT HEREBY COVENANTS, WARRANTS, REPRESENTS AND AGREES THAT HE OR SHE IS EXECUTING THIS AGREEMENT ON BEHALF OF, AND AS AGENT FOR, ANY OTHER INDIVIDUAL WHO MAY BE A PARENT OR GUARDIAN OF THE PARTICIPANT, AND THAT BY EXECUTING THIS AGREEMENT, THE UNDERSIGNED IS BINDING HIMSELF/HERSELF, THE PARTICIPANT, AND ANY OTHER PARENT OR GUARDIAN OF THE PARTICIPANT, AND ALL OF THEIR HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS, AND ESTATES.

Participant's Name (print):

Participant's Team (print):

Parent/Guardian Name (print):

Parent/Guardian Signature:

Parent/Guardian Address:

Parent/Guardian Telephone:
