

WAIVER and RELEASE FROM LIABILITY and PHOTO RELEASE FORM

For One Dollar (\$1.00) and other valuable consideration, I,

_____, for myself, my minor child (if applicable), my administrators, heirs and assigns HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge JASPER BASEBALL ACADEMY, LLC, JASPER SPORTS ACADEMY, LLC and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities associated with using equipment owned or provided by Jasper Baseball Academy, LLC.

I understand that the activities associated with the use of batting cages and other sports related activities that I will participate in are inherently dangerous and may result in damage to personal property, bodily injury and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive all claims of personal injury, death or damage to personal property associated with said activity, including, but not limited to entering or leaving Jasper Baseball Academy, LLC's property, activities of preparing for participating in batting cage activities and associated while using the equipment of Jasper Baseball Academy, LLC or the use of equipment (whether mine or others), or any other activities associated before, during and after participating in activities at Jasper Baseball Academy, LLC.

THIS WAIVER AND RELEASE embodies the entire agreement of the parties as it concerns these issues of Waiver and Release of Liability, and no prior written or oral agreement will supersede the same. The provisions of this WAIVER AND RELEASE OF LIABILITY will remain in full force and effect even after the individual has completed the activity.

I understand that by agreeing and signing this document that I am legally bound by the terms of this WAIVER AND RELEASE, and no part of this agreement may be waived or repealed, in whole or in part, without the prior written approval of all the parties. I understand and affirm that by signing this WAIVER AND RELEASE FOR LIABILITY, that I am giving up considerable future legal rights, and I am entering into this agreement knowingly, voluntarily, and with no threat of duress. In consideration for signing this WAIVER AND RELEASE OF LIABILITY, I have the opportunity to participate in the activity of horseback riding with horses/equipment owned or provided by Jasper Baseball Academy, LLC.

Jasper Sports Academy and Jasper Baseball Academy, LLC have my permission to use my or my child's photograph publically to promote the business. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Dated this _____ day of _____, 20_____.

Participant
Signed: _____ Printed: _____

Signed Parent/Guardian (if under 18): _____ Printed: _____

Signature Witness: _____ Printed: _____