



WAIVER OF LIABILITY

AGREEMENT

Disclaimer: Sluggers Sports Center LLC and Michigan Sluggers LLC and or any Sponsor (s) are not responsible for any injury (or loss of property) suffered by any person or player while playing, practicing, or engaging in any activity whatsoever with Sluggers Sports Center LLC and Michigan Sluggers LLC. This includes ordinary negligence on the part of this Facility or Team, its' agents, employees, sponsors, instructors, volunteers, coaches, trainers, manager, owners, lessor's of any premises and all others whom are involved.

In consideration of my child _____ being allowed to participate in the Sluggers Sports Center LLC and Michigan Sluggers LLC facility, related events and activities, I/WE hereby release liability from any of its agents, employees, sponsors, instructors, volunteers, coaches, trainers, manager, owners, lessor's for any and all present and future claims resulting from ordinary negligence on the part of Sluggers Sports Center LLC and Michigan Sluggers LLC or others listed, for property damage, personal injury or wrongful death, arising as a result of my child engaging in or receiving instruction by the Sluggers Sports Center LLC and Michigan Sluggers LLC, its Team Coaches, Manager or Trainers and the activities incidental thereto, wherever, whenever or however same may occur. I hereby voluntarily waive any and all claims which may be made by me/us, our family, estate, heirs or assigns resulting from ordinary negligence, both present and future.

Further, I/We am aware baseball/softball is a vigorous team sport and at times involves severe cardiovascular stress, along with violent physical contact. I understand baseball/softball involves certain risks, including but not limited to, death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, injury to virtually all bones, joints, muscles and internal organs and understand baseball involves a particularly high risk of ankle, knee, arm and shoulder injury. I/We are voluntarily accepting this Waiver of Liability with full knowledge of the possible dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death which may or may not come to my/our child while participating, practicing at the facility, playing in any game or events Sluggers Sports Center LLC or Michigan Sluggers LLC may have. I/We understand this waiver is intended to be as broad and inclusive as permitted by the laws of the State of Michigan and agree, if any portion is held invalid, the remainder of the waiver will continue in full force and effect. I/We further agree the venue for any legal proceeding shall be in the State of Michigan.



I/We affirm, have read and fully understand the content of this Waiver and Release of Liability and am freely signing this agreement, with the knowledge I/We am giving up my/our legal rights and/or remedies which may be available to me/us for the ordinary negligence of Sluggers Sports Center LLC and Michigan Sluggers LLC or any of the parties listed above.

This is to certify I/We as parent/guardian with legal responsibility for our child listed above and below, have indeed read the Waiver and Release of Liability and I/We agree, for myself, my heirs, assigns and next of kin, to release and hold harmless and waive subrogation to Sluggers Sports Center LLC and Michigan Sluggers LLC, any Sponsors, it's Trainers, Coaches, Manager and all others from any and all liabilities incident to my child's involvement or participation in these outlined activities or programs as provided above, even if arising from ordinary negligence, to the fullest extent permitted by law. Each of the undersigned parent(s) or guardian(s) of the above listed Player hereby agrees to indemnify and hold harmless each of the above listed parties from and against any and all liabilities, claims, actions, damages, costs or expenses of any nature whatsoever, whether in law or equity, known or unknown, incurred by any of the parties and arising out of or in any way related, directly or indirectly, to my/our child's participation in such activities. Each of the undersigned parent(s) or guardian(s) of Player hereby ratifies execution of this Waiver of Liability and Release Form.

At least one parent or guardian of the Player must sign.

Player/Childs full Name Printed

Player/Child Signature (IF OVER age 18)

Parent Name **Printed** Date

Parent **Signature** Date

Parent Name **Printed** Date

Parent **Signature** Date