

RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in baseball training and other activities (collectively the “Activities”) provided by Seattle Wave Baseball team and all Seattle Wave Baseball programs (the “Host”), including Washington Baseball Instruction LLC (the “Host”), aka WBI (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host, Lynnwood East Business Park, LLC, and Lesmir Corp, DBA Rosen Properties arising out of the Participant’s participation in the Activities or use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, and officers, Lynnwood East Business Park, LLC, and Lesmir Corp, DBA Rosen Properties, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, and/or officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, and/or officers, Lynnwood East Business Park, LLC, and Lesmir Corp, DBA Rosen Properties, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that the Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.

The Participant and his/her parent(s) or legal guardian(s) understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of *common sense* and by being aware of his/her surroundings.

If while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.

The Participant and his/her parent(s) or legal guardian(s) hereby give permission for emergency treatment in the event the parent(s) or legal guardian(s) cannot be reached.

To the extent that any portion of this Agreement is deemed to be invalid under Washington law, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Player Name _____ Home Phone _____

Parents/ Guardian's Name/ All _____

Father's Work Phone _____ Father's Cell Phone _____

Mother's Work Phone _____ Mother's Cell Phone _____

Emails: _____

Insurance Company _____ Policy Number _____

Two people you recommend we call in the event you can't be reached:

1. _____ Phone _____

2. _____ Phone _____

Parent/ Guardian Signature _____ Date _____

Parent/ Guardian Signature _____ Date _____

Player Signature _____ Date _____