

RELEASE AND INDEMNITY AGREEMENT

I, the undersigned, wish to be present at and/or participate and/or have my child, children, and/or ward be present at and/or participate (any such participant referred to herein as the "Participant(s)") in Baseball Practice, meetings; gatherings, celebrations, scrimmages and/or games at 28611 Blue Jack Ln. in Magnolia, Texas, which could involve physical activity before, during and after the activity (the "Activity"). I understand that there is a risk that the Participant(s) will be injured before, during or after, or as a result of, or in connection with the Activity (including transportation to and from the Activity), and I wish for the Participant(s) to participate in the Activity despite the risk involved.

As consideration for the Participant(s) being allowed to participate in the Activity, I, for myself, the Participant(s) (if not myself), and each of our respective successors, administrators, heirs and assigns, hereby RELEASE, ACQUIT, AND FOREVER DISCHARGE Christopher Gaskill and/or Cynthia Gaskill, the owners and operators of the venue where the Activity is to be held; the other participants in the Activity; and all of the respective past, present and future owners, operators, attorneys, insurers, agents, suppliers, representatives, employees, contractors, Coaches, parent helpers, trainers, partners, predecessors and successors in interest, and assigns of the foregoing (collectively referred to herein as the "Released Parties") from all past, present and future claims arising out of and accruing to the Participant(s) for or in any way connected with any damages sustained by the Participant(s) before, during or after, or as a result of, or in any way connected with, the Activity, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known, accrued and to accrue, and INCLUDING ANY CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT).

As a further inducement to the Released Parties, I, for myself, the Participant(s) (if not myself), and each of our respective successors, administrators, heirs and assigns, have agreed to and do hereby INDEMNIFY, DEFEND AND HOLD HARMLESS each and all of the Released Parties from any and all past, present and future claims, demands, actions and causes of action, of whatsoever nature or character, INCLUDING CLAIMS OF THE RELEASED PARTIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR WILLFUL CONDUCT (REGARDLESS OF WHETHER THE RELEASED PARTIES ARE SOLELY, JOINTLY, OR CONCURRENTLY NEGLIGENT OR OTHERWISE AT FAULT), which may hereafter be asserted by any person, firm or entity whomsoever, arising out of and accruing to the Participant(s) for or in any way connected with any damages sustained by the Participant(s) before, during or after, or as a result of, or in any way connected with, the Activity, including actual or punitive damages for personal injury, dismemberment or death sustained in the Participant's participation in the Activity, and all results thereof, past, present and future, known and to become known accrued and to accrue. This obligation to indemnify and hold harmless specifically includes, but is not limited to, any claims for medical bills, doctors' bills, hospitalization liens, attorney's fees, and any other form of intervention or lien, or any other expenses incurred by the Participant(s) which are in any way related to the Activity.

The Participant(s) further acknowledge and understand that no warranty, either expressed or implied, is made by the Released Parties as to the condition of the property where the Activity is conducted including, but not limited to, the baseball field, the surrounding property, any roads, buildings, bleachers, gates, nets, fences, light poles, or other improvements located thereon. The Participant's(s) presence on the premises may expose them to possible hazards and dangerous conditions including, but not limited to, hazards related to construction being conducted on or near the property; risks and hazards from baseballs, baseball bats, pitching machines, mowing equipment, construction equipment, poisonous snakes, insects and spiders; animals, both wild and domestic that may be diseased and/or potentially dangerous.

With the exception of pre-arranged and scheduled Activities, Participant(s) acknowledge and agree there is no implied or explicit permission granted to a Participant(s) to gain access to the above mentioned property at any time unless prior arrangements have been made directly between a Participant and the owner(s) of the property. Owners reserve the right to refuse entry and/or remove anyone from the property at anytime at the Owner's discretion.

As a further inducement to the Released Parties, I hereby represent and warrant to the Released Parties that:

- (1) I thoroughly and completely understand that this is a complete and final release and indemnity agreement concerning any claim, demand, or cause of action which I or the Participant(s) (if not myself) may have against the Released Parties related to or in any way arising out of the Activity;
- (2) I am entering into this Release and Indemnity Agreement (the "Agreement") freely and voluntarily;
- (3) No representations, promises or statements made by an agent, attorney or other representative of the Released Parties have influenced me in causing me to sign this Agreement;

- (4) The Participant(s) has/(have) adequate medical insurance provided by parties other than the Released Parties covering the possible injuries to the Participant(s) that may occur as a result of his or her participation in the Activity; and
- (5) The Participant(s) does not have any physical condition or illness that would be aggravated by participation in the Activity or that would make participation in the Activity medically inadvisable.

I understand that in allowing the Participant(s) to participate in the Activity the Released Parties are relying on the representations and warranties I have made herein. This Agreement shall be governed by the laws of the State of Texas (without regard to conflict-of-laws principles). If any provision of this Agreement is held to be invalid or unenforceable, that holding shall be without effect upon the validity or enforceability of any other provision of this Agreement.

Participant's Printed Name: _____

Other Minor Participants (Please list Names of Children (siblings) under Age 18 who may enter property herein defined as additional "Participant(s)"): _____

_____	_____
_____	_____
_____	_____

Parent/Guardian Participant-Printed Name: _____

Parent/Guardian Participant-Signature: _____

Parent/Guardian Participant-Printed Name: _____

Parent/Guardian Participant-Signature: _____

Telephone Number (home): _____ Telephone Number (work/cell): _____

Telephone Number (home): _____ Telephone Number (work/cell): _____

DATED AND SIGNED THIS _____ DAY OF _____, 20____.

All participants MUST completely fill out the bottom section of Page 2 in order to be present and/or participate in any and all activities located at 28611 Blue Jack Lane, Magnolia, Texas. All baseball players and their family members must be listed on this form in order to enter the premises.