

THE CLUBHOUSE
Train like a Pro

Name: _____ Date of Birth: _____

Address: _____

Mom's Name: _____

Best number to reach her: _____

Dad's Name: _____

Best number to reach him: _____

Email(s): _____

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT AND PARENTAL CONSENT AGREEMENT ("Agreement") IN CONSIDERATION OF 4 Loggers LLC (doing business as "The Clubhouse") furnishing services, facilities, and/or equipment and in consideration of my minor child or ward (hereinafter referred to as "Minor Child") being permitted to participate in baseball and/or softball activities, included but not limited to running, hitting, catching, pitching, fielding, training, lessons, instruction, and camps (collectively referred to as "Sports Activities"), at the facility owned by 4 Loggers LLC, known as The Clubhouse, at 110 W. Ash Street, Chatham, Illinois, 62629, I, for myself, my Minor Child, our respective personal representatives, assigns, heirs, next of kin, beneficiaries, and all other affiliated persons:

1. Acknowledge, agree, represent, and warrant that I am the parent and/or legal guardian of the Minor Child, authorized to enter into this Agreement for myself and my Minor Child, understand the nature of the Sports Activities and my Minor Child's experience and capabilities, and believe my Minor Child to be qualified, in good health, and in proper physical condition to participate in such Sports Activities. I further agree and warrant that if, at any time, I believe conditions of play to be unsafe or if I become aware of a health issue or concern with my Minor Child, I will immediately discontinue my Minor Child's further participation in the Sports Activities.

2. Fully understand that: (a) my Minor Child's participating in the Sports Activities involves risks and dangers of serious bodily injury, including permanent disability, paralysis and death (collectively referred to as "Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of my Minor Child, the actions or inactions of others engaged in the Sports Activities, the rules of play, the condition of any equipment used, the condition in which the Sports Activities take place, or the negligence, inaction or action of the Releasees (as defined herein); (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time, and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I or my Minor Child, our respective personal representative, assigns, heir, next of kin, beneficiaries, and/or other affiliated persons incur as a result of my Minor Child's participation in the Sports Activities.

3. Hereby release, discharge, and covenant not to sue 4 Loggers LLC, doing business as "The Clubhouse", its members, managers, owners, employees, vendors, agents, other participants and their parents, coaches, their respective administrators, directors, agents, officers, members, volunteers, employees, insurance companies, accountants and/or attorneys and, if applicable, any lessor and/or users of The Clubhouse premises on which the Sports Activities takes place (collectively referred to as "Releasees" herein) from any and all liabilities, claims, demands, losses, damages, and/or causes of action of whatever nature or kind on my account caused or alleged to be caused in whole or in part by the Releasees or others, whether in law or in equity, including negligent rescue operations, and I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, losses, liabilities, damages or costs which may incur as the result of such claim.

4. Hereby release, discharge, and covenant not to sue, the Releasees from all liabilities, claims, demands, losses, damages, and/or causes of action of whatever nature or kind on my Minor Child's account caused or alleged to be caused, in whole or in part, by the negligence of the Releasees or otherwise, including negligent rescue operations, whether in law or in equity, and I further agree that if, despite this Agreement, I, my Minor Child, or anyone on behalf of my Minor Child, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, losses, liabilities, damages or costs which may incur as the result of such claim.

5. Give my consent to for the personnel of The Clubhouse to secure emergency medical care and/or first aid treatment, as I or my Minor Child might require while on The Clubhouse premises and agree to be financially responsible for the cost of any such assistance or treatment.

6. Grant permission for Releasees to record or allow the recording of my Minor Child in the Sports Activities for any lawful purpose including but not limited to photos, videos, motion pictures, TV, other recordings, advertising, trade or commercial purposes, without compensation or reimbursement to me or my Minor Child.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Minor Child:

Printed Names of Parents and/or Legal Guardians:

Parents and/or Legal Guardians' Signatures:

Date: _____