

# WAIVER, RELEASE AND INDEMNITY AGREEMENT

Please sign and email to [jb@oahubaseball.com](mailto:jb@oahubaseball.com) All players must sign this agreement, along with their parent or guardian before being allowed to play, train or observe inside of the Oahu Baseball Academy.

This Waiver, Release and Indemnity Agreement is an agreement between the person named below or, as applicable, their child or minor for which they have legal responsibility (hereinafter, "I", "me", or "my").

I understand that visiting or spending time at Oahu Baseball Academy ("OBBA") has inherent risks, including, but not limited to the risks associated with getting hit or struck by a baseball or a baseball bat at high speeds and being near machinery. I understand that because of the inherent risks, I may be harmed or injured while at Oahu Baseball Academy. I understand and agree that Oahu Baseball Academy, LLC,, and any employee of OBBA or owner of the business or property be it an individual or a partnership or company or corporation (collectively the "OWNER ") does not have any liability and will not have any liability in connection with any harm or injury I may experience with regard to myself and my possessions that are related to my time at OBBA

## **Initial Here To Acknowledge**

Having carefully read this Agreement, and for and in consideration of permitting me to enter the premises of the Oahu Baseball Academy facility (the "Property"), I hereby knowingly and voluntarily release and forever discharge OWNER including, without limitation, its affiliates, affiliated entities, parent company, agents, representatives, attorneys, assigns, shareholders, representatives, partners, employees and all other persons whether named or referred to herein or not (collectively, "Releasees") from any and all actions, causes of action, claims, demands, obligations, liabilities, losses, costs or expenses for, without limitation, personal injury, property damage or wrongful death occurring to me arising out of my time at the Property or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue and agree that under no circumstances will I or my heirs, executors, administrators or assigns present or prosecute any claim for, without limitation, personal injury, property damage or wrongful death arising out of the Property against the Releasees for any of said causes of action whether the same shall arise by the negligence or even GROSS NEGLIGENCE of any of said persons or otherwise. I agree that this is for any claims that I may anticipate or those that are not known to me at the time of signing this Agreement.

I understand that in accepting this Waiver, Release and Indemnity Agreement, I am entering into a legal agreement with OWNER, and I represent and warrant that I have the right to do so for myself and the person named below, if applicable.

I acknowledge, understand and assume the risks inherent in the activities connected with the Property and understand that said activities entail risks to me or my property and I am participating with full knowledge of said risks.

I acknowledge, understand and assume the risk, if any, arising from the conditions of the Property and acknowledge and understand that included within the scope of said waiver and release is any action or causes of action arising from the performance of, or failure to perform, maintenance, inspection, supervision, control or security of said areas and for the failure to warn of dangerous conditions existing on or near said locations.

I, for myself and my successors, affiliates, employees, directors, shareholders, members, or assigns agree that in the event any claims, demands, causes of action, obligations, liabilities, damages, losses, injuries, costs, expenses, and attorney's fees for, including but not limited to, any claim for my personal injury, property damage or wrongful death arising out of the Property or the undersigned's participation in any activities at the Property, are being prosecuted against the Releasees, the I will indemnify and hold harmless the Releasees from any and all claims or causes of action by whomever or whatever arising out of the Property or the undersigned's participation in any activities at the Property. Further, it is agreed that the foregoing indemnity and agreement to hold harmless does not require the Releasees to have made payment to a third party claimant as a condition precedent to recovery of the indemnity granted pursuant to this paragraph.

I expressly acknowledge and agree that the Property and activities at the Property are dangerous and involve the risk of serious injury and/or death and/or property damage. I further expressly agree the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the state in which the Property is located and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have reviewed and agree to abide by and be bound by any rules posted at the Property.

By ENTERING THE PROPERTY AND SIGNING THIS AGREEMENT, I confirm that I have READ AND VOLUNTARILY SIGN THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT, AND FURTHER AGREE THAT NO ORAL REPRESENTATION, AMD STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

Note: Individuals under age 18 must have Parent or Guardian indicate acceptance of this Waiver, Release and Indemnity Agreement.

Your Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Parent/Guardian's Name, if applicable: \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_