

## ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS

### IMPORTANT NOTICE!!

BEFORE SIGNING THIS ACKNOWLEDGMENT OF RISK, WAIVER AND RELEASE OF CLAIMS (THIS "AGREEMENT"), YOU MUST READ THIS AGREEMENT VERY CAREFULLY. IF AN ACCIDENT WERE TO OCCUR INVOLVING YOU OR YOUR MINOR/WARD, YOU OR YOUR MINOR/WARD (BY EXECUTION OF THIS AGREEMENT) WOULD BE GIVING UP LEGAL RIGHTS THAT YOU OR YOUR MINOR/WARD MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS AGREEMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS AGREEMENT, YOU SHOULD NOT SIGN IT AND SHOULD SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS TO THIS AGREEMENT MAY BE DIRECTED TO ROANNA BRAZIER OF ON THE RISE FASTPITCH, LLC ("OTR") AT: [ROANNA@OTRFSTPITCH.COM](mailto:ROANNA@OTRFSTPITCH.COM).

I recognize and acknowledge that there are risks of serious physical and other injuries associated with my or my minor child/ward's attendance at or participation in the OTR pitching lesson program or clinic, including permanent disability and death, and severe social and economic loss which might result not only from a participant's own actions but also from the actions, inactions or negligence of others, or the condition of the premises or equipment used and, nevertheless, I agree to assume the full risk of any injury, damage, or loss regardless of severity that I or my minor child/ward may sustain as a result of attending and/or participating in the OTR pitching lesson program or clinic.

Accordingly, I agree to waive, relinquish, discharge, release, and covenant not to sue OTR or its parent, sister, affiliated and/or subsidiary corporations and related entities, their members, owners, officers, directors, partners, employees, consultants, contractors, advisors, agents, insurers, attorneys and volunteers, from any and all rights, claims of injury, demands, causes of action, damages, liabilities or loss that I or my minor child/ward may have or that may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with my or my minor child/ward's attendance at or participation in the OTR pitching lesson program or clinic. Notwithstanding the foregoing and any other provision of this Agreement, I do not waive any rights that I may have to seek redress due to the reckless or intentional conduct of any individual or entity.

I have considered that if this Agreement were not as broad as it is, the cost of the OTR pitching lesson program or clinic provided to me or my minor/ward would be considerably higher and I do not wish to pay a considerably higher cost. By signing this Agreement, I waive the right to bargain for different terms in this Agreement. I also understand that if I later learn that any fact that I believed to be true at the time I signed this Agreement is later found to be incorrect, I nevertheless am bound by this Agreement.

I further agree to release, indemnify and hold harmless OTR, its members, directors, officers, employees, affiliates, parents and subsidiaries, from any and all manner of claims, causes of action or liability that may arise directly or indirectly from my or my minor/ward's attendance at or participation in the OTR pitching lesson program or clinic, including but not limited to, injuries to an individual or damage to property caused by such attendance or participation.

I have read this Agreement thoroughly and fully understand it. I enter into it voluntarily on behalf of myself, my spouse, my heirs, next of kin, assigns, personal representatives, related individuals and related entities. No one has made to me any representations, statements or inducements that change or modify anything written in this Agreement.

\_\_\_\_\_  
PRINT NAME(S) OF PARTICIPANT(S)

\_\_\_\_\_  
Signature of participant (or parent/guardian if participant is under 18)

\_\_\_\_\_  
PRINT NAME of person signing if not participant

DATE: \_\_\_\_\_