

# On Base Sports LLC, Waiver and Release of Liability

In consideration of the risk of injury while participating in Baseball/Softball Practices, Workouts, Private Lessons, Camps, or any event at On Base Sports LLC, (the "Activity") and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge On Base Sports LLC, located at 1605 N. West State Street, Lehi, Utah 84043, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless On Base Sports LLC against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If On Base Sports LLC incurs any of these types of expenses, I agree to reimburse On Base Sports LLC.

I acknowledge that On Base Sports LLC and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of On Base Sports LLC.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and they carry with it to the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials any event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge On Base Sports LLC and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against On Base Sports LLC for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of On Base Sports LLC, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. If I am the coach, parent or guardian of a Minor Participant, I acknowledge and agree to be held liable for any and all costs associated with damage to equipment or facilities that any member of my team or family may cause.

This Agreement was entered into at arm's-length, without duress or coercion, and it is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant, \_\_\_\_\_, and On Base Sports LLC agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this Agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the event of an emergency, please contact the following person(s) in the order presented:

<u>Emergency Contact</u>	<u>Contact Relationship</u>	<u>Contact Telephone</u>	<u>Email Address</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

Participants Name: \_\_\_\_\_  
Participants Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Parent / Guardian Waiver for Minors

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_  
Relationship to Minor: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

# On Base Spots LLC

## Terms of Use Agreement

### 1. Facility Use

USER shall be permitted to use the facility for the times indicated herein. On Base Sports, LLC shall make the Recreational Sports Facility available to USER at the time and/or times specified below. USER's under the age of 18 must be accompanied by a Parent/Guardian. Both Individual and Team Memberships are sold at On Base Sports, LLC. Individual Memberships are for 1 person only. Team Memberships are for 1 team only consisting of no more than 15 players. Any abuse of this policy will result in the Cancellation of USER's membership without refund.

### 2. User Fee

USER shall pay the fee specified herein to On Base Sports, LLC for use of the Recreational Sports Facilities during the specified period. Check, Cash and Credit Card payments are acceptable.

### 3. Access

USER shall be provided with an electronic key to access the facility. The key is property of On Base Sports, LLC. USER shall return key to On Base Sports, LLC upon completion of their membership term. If key is lost, damaged or stolen, USER shall pay \$20 to On Base Sports, LLC for replacement key. Facility hours are Monday-Saturday 6am-10pm. Individual USERS may only use the facility when not occupied by Team USERS.

Name (Please Print): \_\_\_\_\_ Email: \_\_\_\_\_

Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Membership Type: \_\_\_\_\_

Membership Term: \_\_\_\_\_

Day of the Week: \_\_\_\_\_

Time Period: \_\_\_\_\_

Fee Charged: \_\_\_\_\_

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