

# **The Christian Center Ball Program (A Program of The Christian Center, Inc.)**

## **Release, Waiver of Liability and Indemnity Agreement**

The undersigned hereby enters The Christian Center Ball "Program", and desires to participate in practices, games and related activities carried on by said Program. The undersigned recognizes and acknowledges that there are certain risks of physical injury present but in consideration hereof hereby agree to assume the full risk of any such injury, including death, damages or other loss of whatsoever kind or nature which may be sustained as a result of participation in any and all activities connected with or associated with the Program. In further consideration hereof, the undersigned, their heirs, executors, administrators, successors and assigns, hereby release, waive, discharge and covenant not to sue The Christian Center Youth Athletic Committee, its members, coordinators, coaches, officials, agents and employees, and The Christian Center, Inc., its officers, directors, committee members, successors, attorneys, agents and employees (hereinafter referred to as "releasees") from any and all liability to the undersigned, their heirs, executors, administrators, and assigns, for loss or damage of whatsoever kind or nature on account of or arising out of any injury to the person or property or resulting in death as stated above, whether caused by the negligence or wrongful conduct of the releasees named herein or otherwise, while participating in or in attendance at any ball game, practice, training session, fund-raising event or award trip, on Christian Center property or elsewhere, including but not limited to any such injury, property damage or death incurred while traveling to and from any such event. In further consideration hereof, the undersigned, their heirs, executors, administrators, successors and assigns, hereby agree to indemnify and hold harmless the releasees named herein from any and all loss, liability, damage or expenses, including attorney fees and costs, that they may incur due to any such injury to the person or property or resulting in death, as stated above, whether caused by the negligence or wrongful conduct of the releasees named herein or otherwise. In case of accident or illness, the undersigned hereby authorizes THE CHRISTIAN CENTER to approve emergency medical treatment provided by qualified medical personnel. The undersigned has read and fully understands the above Release, Waiver of Liability and Indemnity Agreement, and further agree that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

### **RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in all sports, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Louisville Slugger Sports Complex Peoria and its owners, directors, officers employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Release's"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that all sports involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, tom ligaments, bruises, and other bodily injuries as serious as death, disability or blindness, caused by contact with baseballs, bats, other participants, or structures like walls or fences, or caused by uneven ground,; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the releases. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should releases or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state where releases' facility is located, and I further agree that the substantive law of that state shall apply.

6. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.