

BIG LEAGUE DREAMS SPORTS PARK ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, RELEASE AND WAIVER



2012 (Team Form)

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK I acknowledge that entering and using the BIG LEAGUE DREAMS SPORTS PARK, including its playing fields, food and beverage areas and batting cages (collectively the "PARK") carry risks. Flying balls and other objects can cause serious injuries. Sliding into bases, particularly head first, creates a risk of injury. Serious injuries also may occur during games or other activities I or my family or guests may participate in or observe while on the premises, including injuries which may result from the action, inaction or negligence of the Released Parties (defined below), the intentional wrongdoing of others (including other players or spectators) and acts of God such as lightning and earthquake. I knowingly and voluntarily assume these and all other risks.

RELEASE AND WAIVER In consideration for the right to use the PARK, I, and on behalf of, as applicable, my minor children, heirs, personal representatives and assigns, hereby (a) release Big League Dreams Gilbert, LLC; Big League Dreams USA, LLC and all its subsidiary entities; the Town of Gilbert, USSSA and Triple Crown Sports and the officers, managers, members, directors, contractors, employees, elected officials, umpires, referees, sponsors, advertisers, volunteers and agents of any of the foregoing entities (collectively the "Released Parties") from or with respect to any and all premises or other liability, from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid), for any and all loss of life, bodily injury, property damage and/or other loss I or my minor children may suffer or incur in, about or en route to or from the PARK premises, whether or not any such loss is caused in whole or in part by the action, inaction or negligence of any Released Party; and (b) waive any and all rights I or they may have to make a claim against or to sue any Released Party for any such loss of life, injury, damage or other loss or from any suspension I or they may be issued as provided in the paragraph below.

CONDUCT To create and maintain a safe, family environment at the PARK, the PARK has established rules and regulations. I agree to abide by all such rules and regulations. I understand and agree that I may be suspended from the PARK for dangerous, violent, abusive, offensive, disruptive or other comparable conduct or for any violation of the rules or regulations and agree to indemnify the Released Parties from the consequences of any such conduct or violation, including attorneys' fees and costs.

INSURANCE AND OTHER PROVISIONS I understand that the PARK does not maintain health, medical or disability insurance for my benefit or the benefit of my family and that I will be responsible for the cost of any medical services incurred by or for us unless I obtain my own insurance. I acknowledge the PARK is not responsible for theft, lost items, property damage or vandalism. I consent to the use of my image and likeness in Big League Dreams advertising and promotional materials without compensation. I authorize representatives of the PARK to obtain emergency treatment for me or my minor children in the event of illness or injury. If any provision hereof is found to be invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision.

Staff Use Only: Received by _____ on ____ / ____ / ____

SIGNATURE PAGE ON REVERSE SIDE OR ATTACHED

