

Brower Baseball Player Waiver, Release and Indemnity Agreement

The participant named below (hereafter, the "Participant") requests to be part of an activity conducted by Brower Baseball, LLC (hereafter, "BB") at Champions Hall (hereafter, CH) or other designated locations or to utilize facilities and/or equipment made available by BB or CH. The undersigned Participant and/or their parents or legal guardian acknowledge that:

- There are risks of personal injury associated with participation in athletic training programs, events, and activities, which can result in temporary or permanent disabilities, severe injury, death and/or property loss.
- BB provides no pre-enrollment medical examination and takes no responsibility for monitoring and assessing the health and physical condition of the Participant.

In consideration of BB permitting Participant to participate in the aforementioned training programs, events and activities, and with the knowledge of the associated risks to the Participant, I/We agree to the following:

- I/We consent to the Participant participating in programs, events, and activities at BB.
- I/We will instruct the Participant to review and carefully follow all BB Rules of Conduct and conduct myself/himself/herself in a safe manner, whether or not the Participant is engaged in training events or activities at the time.
- I/We accept and assume full responsibility for consulting with a doctor about the training program required to participate in any BB event, and hereby warrant, represent, and state that the Participant named below is in good physical condition and that the Participant has no disability, impairment, or ailment that would prevent me/him/her from safely participating in the training program, activities or events managed by BB. In case of an emergency, I/we grant permission for medical treatment to be given at a local hospital or medical treatment facility and will be responsible for payment for treatment rendered, including ambulance service. I/we acknowledge that neither BB nor its staff has responsibility to provide first aid to or seek medical treatment for Participant.
- I/We accept and assume all risk and responsibility for accidents, illness, injury, death and /or damages which may result from the Participant traveling to or from or participating in any of the training programs, events or activities conducted by BB and hereby waive, release and discharge High Goals, LLC (doing business as Champions Hall), Pro-T, LLC (building owner), and all Tenants (lessees of Pro-T, LLC), together with their members, officers, directors, employees, and agents or anyone or any entity associated with CH (collectively "Released Parties") from any and all liability therefore. I/we are giving up all my/our rights to bring legal action or assert a claim against Released Parties for their negligence or for any defective product or condition encountered at CH.
- I/We agree to indemnify, hold harmless, and defend Released Parties from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorney's fees and administrative expenses, of every kind, known and unknown, present and future, in any way related to Participant's participation in the training programs, activities and events conducted by BB. I/we further expressly agree that this Waiver, Release and Indemnity Agreement is intended to be as broad and inclusive as permitted by law in the State of Minnesota and that if any portion hereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.
- The World Health Organization has declared COVID-19 a pandemic. By training with BB I/we assume the risk of being exposed or infected by COVID-19 and I/we will not hold BB or any of its representatives liable for any potential or actual exposures.
- I/We agree that this Agreement extends forever into the future and applies to all current and future programs, events and activities by Participant with BB.
- BB may take pictures, videos or voice recordings of participants or spectators and I/We grant permission for BB to use my and/or my minor child/ward's name, image and quote.

I/WE HAVE READ THE FOREGOING AND UNDERSTAND ITS TERMS.

I/WE SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

PRINT PARTICIPANT'S FULL NAME: _____

PARTICIPANT'S HOME ADDRESS: _____

HOME PHONE: _____ CITY: _____ STATE: _____ ZIP: _____

E-MAIL: _____ BIRTHDATE: _____

PARTICIPANT'S SIGNATURE: _____

IF UNDER 18 / PRINT PARENT OR LEGAL GUARDIAN'S NAME: _____

PARENT OR LEGAL GUARDIAN'S SIGNATURE: _____ DATE: _____