

WAIVER AND RELEASE OF LIABILITY

Participant Name ("Participant")

Date of Birth

Address, City, State, Zip

Phone

Email

Emergency Contact Name

Emergency Contact Phone

I hereby acknowledge and agree that participation in training and use of the facilities owned and/or operated by The Lumber Yard, LLC ("Lumber Yard") located at 1302 W. Main Street, Robinson, Illinois (the "Premises"), has inherent risks. For and in consideration of the services provided by the Lumber Yard, its agents, employees, officers, members, participants, consultants, and all persons or entities acting in any capacity on its behalf, I hereby agree and certify as follows:

1. I, the undersigned, individually on behalf of myself or as parent/guardian of the Participant, who is a minor, hereby acknowledge and understand that the Participant will be engaging in activities that may involve risk of serious injury which may result from not only the Participant's own actions, inactions or negligence, but from the actions, inactions or negligence of others or the condition of the Premises or of any equipment that may be used on said Premises. Further, I acknowledge and understand that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: the nature of the activity, being baseball and/or softball training and teaching; latent or apparent defects in the conditions of the Premises or equipment which may be supplied by the Lumber Yard, the participant, or other third parties; acts of other participants, employees or agents of the Lumber Yard, other parents/guardians or other third parties; the Participant's own physical condition, acts or omissions; conditions of the Lumber Yard's facilities and the surrounding grounds or terrain or accidents connected with the use of such property; first aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all the risks existing on the Premises and in connection with the activity. Participation in training and all associated activities and presence on the Premises is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks, whether known or unknown, and accept personal responsibility for any damages which may arise out of any injury incurred on the Premises or during the course of training activities.

3. On behalf of myself, the Participant, and each of our heirs and assigns, I hereby voluntarily waive, release, forever discharge and agree to indemnify and hold the Lumber Yard, its employees, agents, officers, members, participants, directors and consultants harmless from any and all liability, damages, claims, or causes of action which are or may be in any way connected with participation in any event or activity, including training, or arising from or out of the use of any equipment, facilities or the Premises.

4. I hereby certify that I maintain adequate insurance to cover any injury or damage that I, myself, and/or the Participant may suffer while participating in any activities or, in the alternative, I agree to bear the cost of such injury or damage myself. I further certify that the Participant does not have any medical or physical condition that could interfere with his or her safely participating in any activities.

5. I hereby authorize the Lumber Yard and its agents, employees, officers, members, directors, or consultants to render emergency first aid treatment to the Participant and further authorize them to contact 911 or other emergency personnel as needed, as determined in the Lumber Yard's sole discretion and I agree to bear the cost of any such emergency medical treatment or services.

6. I hereby give permission to the Lumber Yard and its assigns, licensees, legal representatives and other agents the irrevocable right to use photographs and/or video of the Participant in all forms and media and in all manners consistent with its operations including advertising, surveillance, social media, marketing, publication and for any and all other lawful purposes, and I hereby waive any right to inspect or approve the finished product, including written copy, internet, social media, etc. which may be created in connection therewith.

7. I acknowledge that the Participant has received a copy of the rules and regulations of the Lumber Yard and agree that he/she will abide by them at all times.

8. I hereby agree that should the Participant cause any damage to the property or equipment of the Lumber Yard or to the Premises, outside of normal wear and tear, I shall be responsible for the costs associated with the repair or replacement of such property or equipment or repair to the Premises.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in any activity contemplated herein, a court of law may find me to have waived, on my own behalf as well as the Participant's behalf, any right to maintain a claim, cause of action or lawsuit against the Lumber Yard or any party listed herein on the basis of any claim from which I have released them herein.

BY SIGNING BELOW I HEREBY ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, I HAVE READ IT, UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Print Name

Signature

Date