

HOMEFIELD

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in sports and activities at Homefield, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Homefield, LLC and its affiliates, affiliated entities, partners, owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter, collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that the sport or activity I am participating in involves 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, torn ligaments, bruises, and other bodily injuries as serious as death, disability or blindness, caused by contact with balls, sticks, bats or other equipment, other participants, or structures like walls, columns and bleachers, or caused by slippery, sticky or uneven playing surfaces; 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 Releasees. 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 Releasees 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 Releasees 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. In the event that I file a lawsuit, I agree to do so solely in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.
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. I consent and authorize Homefield to copyright, use or publish any images in any format (video, still, or otherwise) associated with my participation in sports or other activities at Homefield. I understand that these images may be used for a variety of purposes, commercial or otherwise, and may appear on the Homefield website or other promotional materials or media now known or invented in the future. I agree that Homefield is not responsible for the unauthorized use of these images, and further agrees that I am not entitled to any compensation or attribution for the images.
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 understand this document and I agree to be bound by its terms.**

Participant: _____ (print name)

_____ (signature)

Street Address: _____

City: _____

State: _____ Zip: _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent of Guardian: _____ (print name) Date: _____

_____ (signature)