

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In consideration of participation in the activity of Playing or Coaching Baseball organized by Diamond Match (the "Company"), located at 4714 E Jaeger Rd, Phoenix, Arizona, 85050 and/or use of the property, facilities and services of the Company, I agree to all the terms and conditions set forth in the agreement (this "Release").

- 1. AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by the Company, or the employees, representatives or agents of the Company.
- 2. ASSUMPTION OF RISK.** I am aware and understand that the Activity is a potentially dangerous activity and involves the risk of personal or psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Company employees or others, including negligent emergency response or rescue operations of the Company. I understand that the Company cannot guarantee that I will not be injured while on the Premises or during my participation in the Activity. NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY ACCESSING THE PREMISES AND PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF ILLNESS, PERSONAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.
- 3. RELEASE.** I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.
- 4. HEALTH.** I confirm that I am: (a) in good health and proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the Activity. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activity while on the Premises or participating in the Activity. I will also follow all instructions, recommendations, and cautions of the Company at all times. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activity, I will immediately discontinue further participation in the Activity. I acknowledge that the Company is relying on these statements to allow me to participate in the Activity.
- 5. INDEMNIFICATION.** I shall defend, indemnify, and hold harmless the Company against any and all

losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers arising out of or resulting from any claim of a third party related to my being on the Premises or participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

6.FEES. I agree to pay for all damages to the facilities of Diamond Match caused by any negligent, reckless, or willful actions by me or my family.

7.MEDICAL AUTHORIZATION. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company and all other Releasees from any claim based on such treatment or other medical services.

8. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Arizona law.

9.NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Diamond Match has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

10.ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

11.ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

12. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

13. EMERGENCY CONTACT. In case of an emergency, please call:

a. _____ (Relationship:
_____) at _____ (Day), or _____ (Evening).

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I ACKNOWLEDGE THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY TO REVIEW THIS AGREEMENT. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability and Assumption of Risk.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____