

RELEASE INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating in the sport of baseball, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Milwaukee Baseball Academy II, LLC. and its owners, directors, officers, agents, employees, 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 of baseball 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 baseballs, bats, other participants, or structures like walls or fences, or caused by uneven ground;; 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 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 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.
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 am willing to assume and bear the costs of— all risks that may be created, directly or indirectly, by any such condition.
5. In the event that I file a lawsuit. I agree to do so solely in the state where Releasees; headquarters are located, and I further agree that the substantive law of that state shall apply
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, 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 understood this document and I agree to be bound by its terms.

MBA TERMS AND CONDITIONS

As the nature of this business requires Milwaukee Baseball Academy to commit significant “up-front” financial resources to tournaments, facility space, fields, uniforms, coaches, etc., and the availability of these resources is predicated on the prompt payment of player fees and/or dues, we have put the following guidelines in place.

- **REFUNDS/PLAYER DISMISSAL:** Milwaukee Baseball Academy, II LLC reserves the right to dismiss any player whose behavior affects his/her ability to participate or is detrimental to the other players. No refunds whatsoever, will be issued to a player who chooses not to participate at any point after completion of this form. This includes an inability to participate due to absences, dismissals, suspensions or withdrawals before the end of the event or season.
 - Refund requests may be considered in the event of injury or relocation prior to program start. Requests must be submitted in writing with reasonable documentation of injury/relocation. Milwaukee Baseball Academy, II LLC reserves the right to grant or deny any refund request at its sole discretion.
- **CANCELLATION.**
 - Where health and safety are at issue, at the discretion of Milwaukee Baseball Academy, II LLC, programs and activities may be canceled or postponed at any time due to inclement weather or other unanticipated circumstances outside of MBA's control. In the event a cancellation stems from an outside provider, and said provider issues refunds for the cancellation, refunds may, at MBA's sole discretion, be issued to the player, but then only to the extent of MBA's proportional recovery of the refunded amount. If the cancellation or postponement is initiated by MBA, no refunds will be issued.
 - Lessons: Your lessons will not expire, so, for example, if a player purchases a “10 pack” and only use 5 lessons in a calendar year, the remaining 5 unused lessons remain to be redeemed at any time with any MBA instructor.
 - If your instructor is not given notice of a cancellation at least 12 hours prior to the lesson, that lesson will be deemed completed and deleted from your pack.
 - The full cost of your lesson(s) is due by credit card (through this registration), cash, or check, no later than at the time of your first lesson. There are no refunds.
- **PAYMENT DUE DATES.** All payments are due on or before the dates set forth on the Milwaukee Baseball Academy website, earlier in this registration form, or in the information packet.
- **PAYMENT BY CHECK.** Checks should be made payable and sent to:

MBA
N83W13250 Leon Rd.
Menomonee Falls, WI 53051

FOR MBA TEAM PLAYERS ONLY:

By submitting this form, you are officially committed to our roster and acknowledge that you agree to pay the full amount of the team fee to Milwaukee Baseball Academy, II LLC. for the upcoming baseball season. If a player needs to leave the team or cannot participate for any reason, you are still responsible for the aforementioned amount. Failure to pay the aforementioned amount by the listed due-date may lead to dismissal from the team and/or all remedies available.