

## WAIVER, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Trainer Name (Please print name) \_\_\_\_\_

In exchange for permission to use, today and on all future dates, the property, facilities, staff, equipment and services (the "Facilities") of Madtown Sluggers, Inc. ("Madtown Sluggers") for the purpose of training others ("Participants") in batting practice and related activities ("Batting Activities"), I \_\_\_\_\_, the Trainer ("Trainer"), agree as follows:

**1. ACKNOWLEDGEMENT OF RISK.** I acknowledge and fully understand that there are risks of serious injury, up to and including death, associated with Batting Activities. Such risks include, but are not limited to, the risk of accidents and collisions with other participants, the risk of falling or tripping, the risk of injury from the premises, equipment or ball used, the risk of physical overexertion resulting in health complications, risks from the action, inaction or negligence of others, and other inherent risks. I further acknowledge that not all inherent risks can be described as part of this document.

**2. WAIVER OF RIGHTS AND RELEASE OF LIABILITY.** *Trainer hereby releases, waives and discharges Madtown Sluggers, its employees and its owners from liability, claims, and demands based upon negligence or other misconduct on the part of Madtown Sluggers, its employees, owners or officers, or claims based upon the actions or inactions of others, arising in connection with Batting Activities conducted using the Facilities provided by Madtown Sluggers, including but not limited to those risks described in paragraph 1 above; provided, however, that this waiver and release does not address death, injury, damage, or loss as a result of the intentional wrongdoing by Madtown Slugger, its employees owners or officers*

**3. INDEMNIFICATION AND HOLD HARMLESS.** *Trainer further agrees to indemnify and hold harmless Madtown Sluggers, its employees and its owners from and against all losses, damages, monetary awards and expenses, including all costs and attorney fees, brought by Trainer, Participants, and/or the family members, heirs, successors, assigns, or legal representative of Trainer or Participants, for any injury, death, illness, disease, or damage to property, arising from or in connection with Batting Activities conducted using the Facilities provided by Madtown Sluggers including claims based upon negligence or other misconduct on the part of Madtown Sluggers, its employees, owners or officers; provided, however, that this indemnification and hold harmless does not address death, injury, damage or loss arising from intentional wrongdoing by Madtown Sluggers, its employees, owners or officers.*

**4. MISCELLANEOUS.** The parties agree that the provisions of this Waiver, Indemnification, and Hold Harmless Agreement ("Agreement") are severable, and that the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity or enforceability of the other provisions herein. The terms of this Agreement constitute the entire agreement and understanding between the parties regarding this matter. This Agreement is made pursuant to and shall be construed under the laws of the State of Wisconsin.

**5. OPPORTUNITY TO NEGOTIATE.** You are encouraged to carefully review the contents of this Agreement and take the time necessary to review it. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You are encouraged to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement, or request modifications, deletions, or additions, please contact \_\_\_\_\_ prior to signing this Agreement. If you do not contact \_\_\_\_\_ prior to signing this Agreement, Madtown Sluggers understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

**I CERTIFY THAT I HAVE READ THIS AGREEMENT AND THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT, AND THAT I SIGN IT VOLUNTARILY.**

Date: \_\_\_\_\_

