

WAIVER, RELEASE & INDEMNITY

I, the player being registered (or parent/guardian of the player), understand and acknowledge that Mavericks Bainbridge LLC (hereinafter "Mavericks") is a non-profit organization, largely operated by volunteers, that organizes and provides baseball related education, training, practice, exercise, and playing opportunities for children. Team related activities also may include, among other things, fundraising, team parties, meals, travel, trips, overnight stays at hotels or other lodging, (which may include, by way of example, swimming or go-cart racing) and other baseball, team related, and other ancillary activities that may involve risk of injury. All activities organized by or related to Mavericks, including but not limited to the activities described above, are referred to throughout this document as "Mavericks Activities." I understand, acknowledge, and agree that Mavericks Activities may be organized, supervised, and run by Mavericks coaches, employees, agents, parents of players, volunteers, or others, who have not undergone background checks and who may not have baseball, safety, first aid, medical, or other relevant experience or training. I understand, acknowledge, and agree that Mavericks Activities may take place at various places, including fields, batting cages or areas, facilities, buildings, playing areas, venues, public spaces, and other places (collectively "Facilities"). Facilities may be owned, rented, and/or operated by Mavericks, and/or owned, rented, operated or provided by others, and/or in or at public areas. Facilities used by Mavericks specifically include, but are not limited to, the Mavericks Training Center (off of Day Rd. on Bainbridge), Impact Sports (Poulsbo), Bainbridge Athletic Club (Bainbridge), batting cages and practice or play areas owned or provided by Mavericks parents, coaches or others, batting cages, fields, practice and playing areas, and public spaces in and around Bainbridge Island, other in-state cities, towns or areas, as well as out-of-state. Facilities at which Mavericks Activities take place include those that are not in the possession or control Mavericks, may have dangerous, defective, unsafe, or unsuitable conditions (whether or not in Mavericks possession or control), and may be open to other members of the public over whom Mavericks have no control. I understand, acknowledge, and agree that my (or my child's) participation in Mavericks Activities includes travel to and from Facilities, hotels, lodging, and other areas related to Mavericks Activities, and that travel may be by private vehicle operated by Mavericks parents, coaches, volunteers, employees, agents, or others, as well as by other forms of transportation such as buses, airplanes and the like.

Permission to Participate.

I hereby request expressly grant permission to participate in Mavericks Activities, use of Facilities, travel, and any other related or ancillary activities, whether or not expressly described above.

Agreement to Assume All Risks.

I understand, acknowledge, and agree that participation in Mavericks Activities, use of Facilities, travel, lodging, and other related or ancillary activities, at my/his/her own risk. Likewise, to the extent I volunteer, assist, attend, or participate in Mavericks Activities, use of Facilities, travel, lodging, and all other related or ancillary activities, I do so at my own risk.

I understand, acknowledge, and agree that the risks assumed include, but are not limited to, serious mental, emotional, physical, and/or bodily injury, trauma, brain damage, and/or death that may be caused by, among other things: being struck by thrown, batted, or machine

propelled ball(s); being stuck by baseball bats or other equipment; collisions with players, coaches, umpires or other persons; risks incident to or inherent in practicing or playing baseball and/or to physical exertion and exercise; physical, mental, emotional, and/or medical conditions that are triggered or exacerbated by exercise, activities, stress, trauma or injury; failure to use or properly wear safety equipment; unsuitable, unsafe, dangerous or defective conditions of Facilities or equipment, hotels, lodgings, vehicles or transportation; vehicle or other accidents; drowning; negligent, or inadvertent conduct by Mavericks players, coaches, employees, agents, parents (of other players), and volunteers; improper or negligent first aid or medical treatment in the event of an accident, injury illness, or condition; and other obvious, latent, known, unknown, foreseeable, or unforeseeable risks and dangers arising from or related in any way to Mavericks Activities. I further acknowledge and agree that the foregoing is not intended to be an exhaustive or exclusive description of the risks assumed, that any and all risks are assumed whether or not expressly described above, including but not limited to such other risks that further investigation or inspection would have disclosed.

Waiver and Release of Liability.

I hereby waive, release, and forever relinquish any and all claims, actions, causes of action, damages, injuries, rights, and/or remedies that I and/or my child has or may have and that arise from or relate in any way to Mavericks Activities, use or condition of Facilities or equipment, travel, lodging, and/or any other related or ancillary activities of any kind or nature. This waiver and release includes claims based on the negligence, inadvertence, or oversight of Mavericks or any of its officers, directors, agents, employees, coaches, volunteers, or parents (of players) who may be assisting or participating in Mavericks Activities. This waiver and release is expressly intended to be of the broadest possible scope, to encompass any and all rights or remedies of any kind or nature, known or unknown, and shall inure to the benefit of and be enforceable by Mavericks and its officers, directors, agents, employees, coaches, volunteers, parents (of players) who may be assisting or participating in Mavericks Activities, affiliates, successors, and assigns.

Agreement to Defend and Indemnify.

I hereby agree to defend, indemnify, and hold harmless Mavericks and each of its officers, directors, coaches, agents, employees, volunteers, parents (of players), affiliates, successors, and assigns from and against liability of any kind to, and/or in connection with any and all claims, actions, causes of action, damages, injuries, rights, and/or remedies brought by or on behalf of, my child or any family member of my child, the player named above. This agreement to defend and indemnify includes but is not limited to defense and indemnity of claims based on the negligence, inadvertence, or oversight of Mavericks or any of its officers, directors, agents, employees, coaches, volunteers, or parents (of players) who may be assisting or participating in Mavericks Activities. I further agree to defend, indemnify, and hold harmless Mavericks and each of its officers, directors, coaches, agents, employees, volunteers, parents (of players), affiliates, successors, and assigns from and against any liability or claim based on, arising from, or relating in any way to, the intentional, negligent, or inadvertent conduct of myself and/or my child, the player named above.

This agreement to defend and indemnify is intended to be broad and to encompass any and all judgments, awards, liabilities, damages, payments, settlements, costs of defense, and attorney's fees.

Permission to Obtain or Provide Emergency Assistance or Medical Treatment.

I recognize that there may be occasions when I (or my child) may be given assistance, first aid, emergency, or medical treatment or intervention as a result of an event, occurrence, accident, illness, health condition, or injury. I hereby give permission for agents of Mavericks, including but not limited to its officers, directors, coaches, agents, employees, volunteers, and/or parents of other players, to provide, seek, and/or secure any all such assistance, treatment, intervention, first aid, or medical attention or treatment, including but not limited to hospitalization, if in such person's opinion it appears to be necessary, prudent, or beneficial to do so. In addition, I expressly give permission for attending physician(s) and other medical personnel to administer any needed medical treatment, including but not limited to surgery. I agree to be responsible for all charges, fees, and costs arising from or related to any and all assistance, first aid, and/or treatment provided.

Scope and Severability.

I agree that the purpose of this agreement is that it shall be an enforceable assumption of risk, release of liability, and an indemnity, as broad and inclusive as is permitted by Washington law. I agree that if any term, portion, or provision of this agreement is found to be invalid or unenforceable, then the remainder shall nevertheless continue to be of full force and effect. I also agree that any provision that would otherwise be invalid or unenforceable, shall be construed, modified, or partially enforced to the maximum extent permitted by law to carry out the purpose and intended broad scope of this agreement.

Applicable Law, Forum, and Attorneys Fees.

This agreement is governed by and shall be construed in accordance with the laws of the state of Washington, without any reference to its choice of law rules. I agree that any dispute arising from or related in any way to this agreement, or to claims that are the subject of this agreement, shall be brought only in the Superior Court of Kitsap County, Washington, and I agree to the jurisdiction and venue of that court for any such dispute. In any litigation in which the validity, applicability, interpretation, or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the other party.

By clicking below, I state, attest, and agree that I have fully informed myself of the contents of this agreement by reading it fully and completely before signing it. I understand that it affects and waives important legal rights and the legal rights of my child, and also imposes important legal obligations on my part. I agree, on my own behalf, and/or on behalf of my child, and on behalf of my spouse and my marital community, to be bound by all of its terms.

No oral representations, statements or other inducements to sign this agreement have been made apart from what is contained in this document, and in agreeing to the terms of this agreement I have not relied on any such statements.