

PITCH, LLC.

Assumption of Risk – Waiver of Liability – Indemnification Agreement

The activities at the Pitch include, but are not limited to, soccer, lacrosse, baseball, Frisbee, kickball, football, field hockey, inflatables, golf, base/softball. They offer the participant fun, competition, and wholesome recreation. Benefits include getting away from the TV, physical activity, and healthful social interaction. The required physical exertion is suitable for most levels of fitness and skill. While the many benefits of these activities are apparent, the PITCH *and its staff regard participant safety as a top priority* and feel it is important that the participant (and parent/guardian) understand that there are risks inherent in the activity regardless of the care taken by the Pitch. Some risks that are inherent in the activity and cannot be totally eliminated include tripping, slipping and falling, and collisions. Other inherent risks include, but are not limited to, unexpected equipment failure and errors in judgment by the Pitch employees.

The Pitch feels that it is important that the participant (and parent/guardian) understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, headaches, and bruises. Serious injuries are less common, but do occur occasionally. They include, but are not limited, to broken bones and internal injuries. Catastrophic injuries are rare; but the PITCH feels that participants should be aware of the slight possibility. These injuries include paralysis and even death.

1. **Assumption of Inherent Risks:** I, the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)], (hereafter referred to as PARTICIPANT/PARENT) understand that all activities of the Pitch include inherent risks that cannot be totally eliminated regardless of the care taken by the Pitch. PARTICIPANT/PARENT a) know, b) understand, and c) appreciate the types of injuries inherent in Pitch activities. PARTICIPANT/PARENT hereby assert that PARTICIPANT/PARENT knowingly assume all inherent risks of the activity.
2. **Waiver of Liability for Negligence of the Pitch:** In consideration of permission to use the property, facilities, equipment, and services of the Pitch, today and on all future dates, PARTICIPANT/PARENT, on behalf of [myself, my spouse, heirs, personal representatives, and assigns (hereinafter, “*Releasing Parties*”). do hereby waive, release, discharge and covenant not to sue the Pitch including, owners, directors, officers, employees, volunteers, independent contractors, agents and equipment suppliers (hereinafter, “*Protected Parties*”) from liability from any and all claims arising from the ordinary negligence of the *Protected Parties*.
3. **Applicability:** This agreement applies to a) personal injury (including death) from incidents or illnesses arising from participation in the Pitch activities including, but not limited to: [recreational, practice, or competitive activity; events; organized or individual training and conditioning activities; tests, classes, and instruction; observers or spectators; individual use of facilities, equipment, shower/locker room areas, and all premises including the associated sidewalks and parking lots; and to b) any and all claims resulting from the damage to, loss of, or theft of property (hereinafter “*Inclusive Activities*”).
4. **Indemnification:** PARTICIPANT/PARENT also agree to hold harmless, defend, and indemnify the Pitch (that is, defend and pay any judgment and costs, including investigation costs, attorney’s fees, and related expenses) from any and all claims of *Releasing Parties* arising from participation in *Inclusive Activities*, (including those arising from the inherent risks of the activity or the negligence of *Protected Parties*). PARTICIPANT/PARENT further agree to hold harmless, defend, and indemnify the Pitch against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in *Inclusive Activities*.
5. **Clarifying Clauses:** PARTICIPANT/PARENT confirm that: a) this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire agreement between me and the Pitch and cannot be modified or changed in any way by representations or statements by any agent or employee of the Pitch; b) the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Maine and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect; and 3) if legal action is brought, the appropriate trial court for the County of Knox in the State of Maine has the sole and exclusive jurisdiction and that only the substantive laws of the State of Maine shall apply.
6. **Acknowledgment of Understanding:** PARTICIPANT/PARENT have read and understand this Agreement. I understand that I am giving up substantial rights, including the right of the PARTICIPANT/PARENT to sue for damages in the event of death, injury or loss. I acknowledge that I am voluntarily signing the agreement, and intend my signature to be a complete release of all liability, including that due to negligence by the *Protected Parties*, to the greatest extent allowed by law of the State of Maine.

Name of PARTICIPANT (Print)

Signature of PARTICIPANT

Date

If Participant is a Minor, Parent/Guardian Must Sign Below:

Name of Parent/Guardian #1 (Print)

Signature of Parent/Guardian #1

Date

Name of Parent/Guardian #1 (Print)

Signature of Parent/Guardian #1

Date