

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT WARRIORS  
INSTITUTE OF FITNESS AND SPORTS, INC. (a Texas not for profit company)

I, \_\_\_\_\_, parent or legal guardian for  
\_\_\_\_\_ ("PARTICIPANT") for and in consideration of  
PARTICIPANT's participation in softball, baseball, fitness and other sports related activities through The  
Batter's Box, Inc., or its affiliates, (collectively, the "Company") relinquishes and waives any and all  
claims and causes of action for personal injury, property damage or wrongful death in connection with,  
relating to or arising from any and all softball, baseball, sports, training, practice, travel, games or  
related events and activities ("collectively "Sports and Fitness Related Activities"), wherever and  
however such personal injuries, property damage, or wrongful death may occur. For purposes of the  
following, "PARTICIPANT" includes the PARTICIPANT, the parent or guardian signing on his or her behalf,  
and any and all guests of the PARTICIPANT or his or her parents or guardian including relatives,  
participating in or observing any Sports and Fitness Related Activity.

PARTICIPANT acknowledges, understands, has full knowledge of, and assumes all risk inherent in each  
and all Sports and Fitness Related Activities and understands that such sports and fitness related  
activities involve risks to PARTICIPANT, including possible bodily injury, partial or total disability,  
paralysis, death and other injuries and damages which may arise there from. PARTICIPANT further  
acknowledges and understands: (a) that such risks and dangers may be caused by the negligence of  
PARTICIPANT or negligence of others, including the "RELEASEES," identified below; and (b) that there  
may be risks and dangers in connection with or relating to Sports and Fitness Related Activities not  
known or reasonably foreseeable at the present time. PARTICIPANT acknowledges, understands and  
assumes the risks arising from use of or presence in or at facilities or premises in or at which Sports and  
Fitness Related Activities take place. PARTICIPANT further acknowledges, understands and agrees that  
included within scope of this Agreement are any claims or causes of action (a) arising from the  
performance or failure to perform maintenance or inspection or to supervise or control facilities or  
premises; (b) relating to failure to warn of dangerous conditions existing in or at such facilities or  
premises; (c) arising from negligent selection, appointment or retention of any RELEASEES; and (d)  
arising from negligent supervision or instruction of or by any RELEASEES.

PARTICIPANT UNDERSTANDS AND AGREES THAT AN EXPRESS PURPOSE OF THIS AGREEMENT IS TO  
EXEMPT, WAIVE AND RELEASE RELEASEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE  
AND WRONGFUL DEATH CAUSED BY NEGLIGENCE, INCLUDING ANY NEGLIGENCE BY ANY RELEASEES.

PARTICIPANT expressly acknowledges and agrees that the activities at the event in which he or she is  
participating are dangerous and involve the risk of serious injury and/or death and/or property damage.  
PARTICIPANT further expressly agrees that the foregoing release, waiver, and indemnity provisions are  
intended to be as broad and inclusive as is permitted by the law of the State of Texas. Any portion of this  
Agreement which may be determined to be invalid, shall not affect the validity of the remainder of the  
Agreement which shall continue in full legal force and effect.

'RELEASEE' mean the Company and each of their respective affiliates, employees, directors, sponsoring  
associations, coaches, volunteers, participants, event hosts, officials, sponsors, advertisers, insurers and  
owners and operators of facilities and premises used for Sports and Fitness Related Activities, and any  
and all officers, directors, agents, employees, volunteers, insurers and representatives of any of the  
foregoing.

PARTICIPANT agrees that if any claims or causes of action relating to PARTICIPANT's personal injury or wrongful death or for property damage relating to or arising out of any Sports and Fitness Related Activities is made or commenced against any RELEASEES, PARTICIPANT shall defend, indemnify and hold harmless such RELEASEES from such claims or causes of action and all damages and liabilities relating thereto, including reasonable attorney's fees and cost and expenses to defend.

PARTICIPANT ACKNOWLEDGES THAT HE OR SHE (A) HAS READ THE ABOVE PARAGRAPHS; (B) HAS NOT RELIED UPON ANY REPRESENTATIONS OF ANY RELEASEES; (C) HAS, TO THE BEST OF HIS OR HER KNOWLEDGE AND TO HIS OR HER SATISFACTION, BEEN FULLY ADVISED OF THE RISKS AND POTENTIAL DANGERS OF SPORTS OR FITNESS RELATED ACTIVITIES; AND (D) SIGNS THIS AGREEMENT VOLUNTARILY, UNDERSTANDING THAT THIS AGREEMENT IS NECESSARY IN ORDER FOR AMATEUR SPORTS EVENTS, AND VOLUNTEER ORGANIZATIONS RELATED THERETO, TO EXIST IN THEIR PRESENT FORM.

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***PRINTED NAME ***	SIGNATURE
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DATE \_\_\_\_/\_\_\_\_/20\_\_\_\_

CELL # \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

Please circle which applies:    Parent    /    Legal Guardian

Do you have insurance which would cover injuries which may occur in Sports and Fitness Related Activities? Please circle: YES / NO

If you answered YES please fill out the following information:

Insurance Company Name: \_\_\_\_\_

PHONE #: \_\_\_\_\_

Policy and Group Number: \_\_\_\_\_

Participant's Primary Care physician: Name: \_\_\_\_\_

PHONE #: \_\_\_\_\_

\*\*\*REQUIRED INFORMATION