

# RELEASE OF LIABILITY

## Read Carefully

In exchange to use the Baseball and Softball Training Facility and Batting Cages, participate in clinics, lessons, private lessons, classes, camps or any other items organized by THE DUGOUT LLC, located at 1990 Wall Ave Unit 2, Ogden, UT 84041 and or use of the property, facilities and services of THE DUGOUT LLC, I AGREE for MYSELF and (if applicable) for the MEMBERS OF MY FAMILY to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS:** I agree to observe and obey all posed rules and warnings, and further to agree to all oral instructions given by THE DUGOUT LLC, or the Owners, employees, representatives, or agents of THE DUGOUT LLC.
2. **ASSUMPTION OF THE RISK AND RELEASE:** I recognize that there are certain inherent risks associated with the above described activities and I assume all responsibilities for PERSONAL INJURY to MYSELF or (if applicable) my FAMILY MEMBERS, and further release and discharge THE DUGOUT LLC for injury, loss or damage arising out of MY or MY FAMILIES use of or presence upon the facilities of THE DUGOUT LLC, whether caused by the fault of MYSELF, MY FAMILY, THE DUGOUT LLC or THIRD PARTIES.
3. **INDEMNIFICATION:** I agree to indemnify and defend THE DUGOUT LLC of all claims, cause of action, damages, judgements, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from MY or MY FAMILIES use of or presence upon the facilities of THE DUGOUT LLC.
4. **FEES:** I agree to pay for all damages to the facility of THE DUGOUT LLC caused by any negligent, or reckless, or willful actions by ME or MY FAMILY.
5. **CONCENT:** I \_\_\_\_\_ (Print Name)  
(Circle One) Self/Mother/Father/Guardian \_\_\_\_\_ (address)  
\_\_\_\_\_ (Phone Number)

Consent to the participation of:

\_\_\_\_\_ (Self or Minors Name)

And agree on behalf of the above minor to all the terms and conditions of the Agreement. By signing this Release of Liability, I represent that I have legal authority and custody of:

\_\_\_\_\_ (Print Name)

6. **MEDICAL AUTHORIZATION:** In the event of an injury during the activities provided by THE DUGOUT LLC, I give permission to THE DUGOUT LLC or the employees, representatives or agents of THE DUGOUT LLC to arrange for all necessary medical treatment for which I shall be financially responsible for. This temporary authority will begin on \_\_\_\_\_ (Date) and will remain in effect as long as MYSELF or MY FAMILY participates in activities provided by THE DUGOUT LLC. THE DUGOUT LLC shall have the following powers:
  - a. The power to seek appropriate medical treatment or attention on behalf of MYSELF or MY FAMILY as may be required by circumstances, including without limitation, that of a license medical physician and/or a hospital.
  - b. The power to authorize medical treatment or medical procedures in an EMERGENCY situation, AND
  - c. The power to make appropriate decisions regarding bodily nourishment, or shelter.

7. **APPLICABLE BY LAW:** Any legal or equitable claim that may arise from participation in the above shall be resolved under UTAH law.
8. **NO DURESS:** I agree and acknowledge that I am under no pressure or duress to sign the Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review the Agreement if I so desire. I further agree and acknowledge that THE DUGOUT LLC has offered to refund any fees that I have paid to use its facility if I choose not to sign this Agreement.
9. **ARMS LENGTH AGREEMENT:** The Agreement and each of its terms are the product of an arm's length negotiation between Parties. In the event any ambiguity is found to exist in the interpretation of the Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language or provision giving rise to such ambiguity.
10. **ENFORCIBILITY:** The invalidity or unenforceability of any provision of the Agreement, whether standing alone or as applies to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of the Agreement or of any other applications of such provisions, as the case may be, and such invalid or unenforceable provision shall be deemed to not be a part of this Agreement.
11. **DISPUTE RESOLUTION:** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the Parties. If the matter is not resolved by negotiation, the Parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.  
 Any disputes or controversies arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.
12. **PHOTO AND VIDEO RELEASE:** THE DUGOUT LLC has my permission to use MY or MY FAMILIES photo images, or video taken in a group setting, such as group or team lessons, camps, clinics, in the batting or pitching cages, or in group photos, solely for the use of publicly promoting THE DUGOUT LLC. I understand that the photo images and videos may be used in print publications, presentations, websites and social media platforms. I also understand that no royalty or compensation shall be payable to me by reason of such use.
13. **EMERGENCY CONTACTS:**  
 (Name)\_\_\_\_\_ (Phone Number)\_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 (Name)\_\_\_\_\_ (Phone Number)\_\_\_\_\_  
 Relationship: \_\_\_\_\_

I HAVE READ THIS DOCUMENT AND UNDERSTAN IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHT OUTLINED IN THIS AGREEMENT.

By: \_\_\_\_\_

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