

Waiver, Release and Assumption of Risk ("Agreement")

In consideration for gaining access to ACADEMY SPORTS COMPLEX (the "Facility") and engaging the services of _____ at the Facility, on behalf of myself, my spouse, my children, my legal wards, my parents, my heirs, assigns, personal representatives, estate, and insurers (collectively, including me, to the extent participating in or otherwise affected by the Activities, the "Participants"), I hereby release, indemnify, hold harmless, discharge and covenant not to sue ACADEMY SPORTS COMPLEX LLC (the operator), MDJ RUDY HOLDINGS, LLC (the landowner), and their respective agents, owners, officers, shareholders, directors, members, affiliates, volunteers, participants, employees, insurers and all other persons or entities acting in any capacity on their behalf (collectively referred to as "Releasees"), as follows:

1. I acknowledge that my participation and the participation of each of the other Participants participating in baseball hitting, fielding, pitching and other activities at the Facility (collectively, "Activities") entails known and unanticipated risks that could result in physical or emotional injury, including, but not limited to concussions, broken bones, sprained or torn ligaments, paralysis, death, or other bodily injury or property damage to myself, each Participant and/or third parties. Releasees' employees are not infallible. For example, they may be distracted or may be unaware of a participant's health or abilities. They may give incomplete instructions or warnings, and the equipment being used may malfunction. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activities.

2. AFTER AN OPPORTUNITY TO FULLY EVALUATE AND UNDERSTAND THE ACTIVITIES AND THE RISKS INVOLVED, I KNOWINGLY AND FREELY PROMISE AND AGREE, ON BEHALF OF MYSELF AND ALL OTHER PARTICIPANTS, TO ASSUME ANY AND ALL RISKS ARISING OUT OF OR RELATED TO THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, THE RISKS OF PHYSICAL INJURY, EMOTIONAL INJURY, SICKNESS, DEATH, PROPERTY DAMAGE, FALLS, COLLISIONS, THE UNAVAILABILITY OF EMERGENCY MEDICAL CARE, AND/OR THE NEGLIGENCE AND/OR DELIBERATE ACT OF ANOTHER PERSON, IRRESPECTIVE OF ANY NEGLIGENCE ON THE PART OF RELEASEES. MY PARTICIPATION AND THE PARTICIPATION OF EACH OF THE OTHER PARTICIPANTS IS PURELY VOLUNTARY, AND I HAVE ELECTED ON OUR BEHALF TO PARTICIPATE IN THE ACTIVITIES IN SPITE OF THE RISKS.

3. If I and/or any other Participant are injured, I acknowledge that we may require medical assistance, which I acknowledge will be at my own expense or the expense of my personal insurer(s). I hereby represent and affirm that I have adequate and appropriate insurance to provide coverage for such medical expense, or else I agree to bear the costs myself. I UNDERSTAND AND AGREE THAT RELEASEES WILL NOT PAY FOR ANY COST OR EXPENSES INCURRED BY ME IF I AND/OR ANY OTHER PARTICIPANT BECOMES INJURED.

4. FOR MYSELF AND EACH PARTICIPANT, I HEREBY VOLUNTARILY AGREE TO RELEASE, INDEMNIFY, DEFEND (WITH COUNSEL ACCEPTABLE TO RELEASEES) AND HOLD RELEASEES, JOINTLY AND SEVERALLY, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, CAUSES OF ACTION, SUITS, CONTROVERSIES, JUDGMENTS, DEMANDS, INJURIES (INCLUDING DEATH), SICKNESS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), COSTS, EXPENSES, ATTORNEYS' FEES, AND ANY OTHER LEGAL, EQUITABLE OR ADMINISTRATIVE ACTIONS OR PROCEEDINGS WHATSOEVER, ARISING OUT OF OR RELATED TO: (I) THE ACTIVITIES, (II) THE FACILITY, (III) THE ENTRY UPON AND USE OF THE FACILITY BY ME AND EACH PARTICIPANT, (IV) THE INVOLVEMENT OF ME AND EACH PARTICIPANT IN THE ACTIVITIES, (V) ANY ACTS OR OMISSIONS OF ME OR ANY OTHER PARTICIPANT (INCLUDING ANY PROPERTY DAMAGE AND/OR INJURY (INCLUDING DEATH) CAUSED BY ME OR ANY OTHER PARTICIPANT), (VI) ANY CHALLENGE BY ME OR ANY OTHER PARTICIPANT TO THIS AGREEMENT OR ANY PROVISION HEREOF, (VII) ANY SUIT, ACTION OR PROCEEDING BROUGHT BY ME, ANY OTHER PARTICIPANT AND/OR ANY THIRD PARTY IN VIOLATION OF THE TERMS OF THIS AGREEMENT, AND (VIII) ANY SUCH CLAIMS BASED UPON DAMAGES CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF RELEASEES.

5. Should Releasees or anyone acting on their behalf incur any attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs (including reasonable attorney's fees).

6. I certify that I am and each other Participant is physically able to participate in all Activities without aid or assistance. I further certify that I am willing, on behalf of myself and each other Participant, to assume the risk of any medical or physical condition that we may have.

7. I acknowledge that I have been provided with a copy of, or otherwise shown, the rules (the "Rules") promulgated by the Releasees which pertain to the Activities. I understand that the Rules have been implemented for the safety of all guests at the Facility, including myself and each other Participant. I acknowledge that failure to follow the rules could result in the expulsion of myself and each other Participant from the Facility.

8. This Agreement and all of its provisions shall continue and remain in effect during each and every visit to the Facility by me and each other Participant.

9. I agree that if any portion of this Agreement is found to be void or unenforceable by a court of competent jurisdiction, such portion shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remaining portions shall remain in full force and effect.

10. IF THERE ARE ANY DISPUTES REGARDING THIS AGREEMENT, I ON BEHALF OF MYSELF AND EACH OTHER PARTICIPANT HEREBY WAIVE ANY RIGHT I AND EACH OTHER PARTICIPANT MAY HAVE TO A TRIAL BY JURY.

11. I further agree, on behalf of myself and each other Participant, that any litigation or other proceeding involving the Activities, the Facility or Releasees will take place solely in Chester County, Pennsylvania and that the substantive law of Pennsylvania shall apply.

12. I further grant Releasees the right, without reservation or limitation, the unrestricted right and copyright to photograph, videotape, and/or record me and each Participant and to use my and each Participant's name, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and all other promotional materials of any nature and kind. On behalf of myself and each other Participant, I hereby further expressly release and waive any demand, action, claim, license, royalty and any other right to any form of payment that I and each other Participant may have arising out of or relating to any use of our name, face, likeness, voice and/or appearance.

13. I would like to receive email promotions and discounts to the email address provided below. I may unsubscribe from emails at any time.

14. I further grant Releasees the right, without reservation or limitation, to videotape, and/or record me and each Participant on closed circuit television, for monitoring and security purposes.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING OUR PARTICIPATION IN THE ACTIVITIES, I AND EACH PARTICIPANT WILL BE FOUND BY A COURT OF LAW TO HAVE WAIVED OUR RIGHT TO MAINTAIN A LAWSUIT AGAINST RELEASEES ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED RELEASEES HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I UNDERSTAND THIS AGREEMENT, AND I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS, INTENDING TO BE LEGALLY BOUND HEREBY.

Parent/Guardian/Participant (If over 18):

Name:

Date of Birth:

Street Address:

City: State: Zip Code:

Contact Number:

Email:

Child(ren):

First Name:Last NameDate of Birth:Age:

First Name:Last NameDate of Birth:Age:

I further certify that I am the parent or legal guardian of the child(ren) listed above on this Agreement or that I have been granted power of attorney to sign this Agreement on behalf of the parent or legal guardian of the child(ren) listed above. The term "Participant", as used in this Agreement, includes the child(ren) listed above.

Signature of Participant (if over the age of 18), Parent or Legal Guardian: _____

Print Name: _____

Date: _____