

## **WAIVER OF LIABILITY AND HOLD-HARMLESS AGREEMENT**

This Waiver of Liability and Hold-Harmless Agreement (“Waiver and Agreement”) is entered into by \_\_\_\_\_ (hereinafter referred to as “Athlete”), this \_\_ day of \_\_\_\_\_ 2023.

1. In consideration for Athlete’s participation in the \_\_\_\_\_ program (“Program”) promulgated and operated by Mission 360, LLC, which said Program shall include, but not be limited to, activities such as baseball-related drills, instruction and games, Athlete hereby releases, waives, discharges, and covenants not-to-sue Mission 360, LLC, and all of its subsidiaries and affiliates (hereinafter referred to as “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Athlete, or any of the property belonging to Athlete, whether caused by the negligence of the Releasees or otherwise, while participating in such activities or while in, on, or upon the premises where the activities are being conducted.

2. Athlete is fully aware of the risks involved and hazards connected with the Program and the activities, including, but not limited to, personal injury, including death, and damage to property of the Athlete. Athlete hereby elects to voluntarily participate in the Program with full knowledge that the activities conducted within the Program may be hazardous to Athlete and Athlete’s property. Athlete voluntarily assumes full responsibility for any risks of loss or personal injury, including death, that may be sustained by Athlete, or any loss or damage to property owned by Athlete, as a result of being engaged in the Program, whether caused by the negligence of Releasees or otherwise.

3. Athlete further hereby agrees to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that the Releasees may incur due to Athlete’s participation in the Program, whether caused by the negligence of Releasees or otherwise.

4. It is Athlete’s express intent that this Waiver and Agreement shall bind the members of Athlete’s family, if Athlete is alive, and Athlete’s heirs, assigns and personal representatives, if Athlete is deceased, and shall be deemed as a release, waiver, discharge, and covenant not-to-sue the above-named Releasees. Athlete hereby further agrees that this Waiver and Agreement shall be construed in accordance with the laws of the State of Illinois.

5. In signing this Waiver and Agreement, Athlete acknowledges and represents that Athlete has read the foregoing Waiver and Agreement, understands the contents of same, and is sign the Waiver and Agreement voluntarily as Athlete’s own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made.

6. Athlete is, at least, 18 years of age and fully competent, and executes this Waiver and Agreement for full, adequate and complete consideration fully intending to be bound by

same; or Athlete is under the age of 18 years, and this Waiver and Agreement is being signed by Athlete's parent or legal guardian.

In witness whereof, Athlete/Athlete's parent or legal guardian have hereunto set its hand and seal on the date first written above.

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Athlete / Athlete's parent or legal guardian

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Witness