

STIKS ACADEMY & SPORTS TRAINING LLC WAIVER AND RELEASE OF LIABILITY
Baseball/Softball Activities (Minor Participant). READ THIS DOCUMENT (THE "WAIVER")
CAREFULLY BEFORE AGREEING. THIS WAIVER WILL AFFECT YOUR LEGAL
RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE
LAWSUIT.

I, on behalf of myself and the minor listed, our heirs and representatives: 1. HEREBY
RELEASE, WAIVE, HOLD HARMLESS AND COVENANT NOT TO SUE STIKS
ACADEMY & SPORTS TRAINING, LLC and/or any of its affiliated companies, including but
not limited to HOUSE OF HIT, LLC, and/or any of their respective owners, officers, employees,
volunteers and agents (the "Releasees") from any and all claims resulting from death, bodily
injury or property damage arising out of or connected in any way with the participation of my
minor child/ward (the "Minor") in the sport of baseball/softball or baseball/softball related
activities and exercises (the "Activities"), including, but not limited to: playing, practicing or
coaching baseball/softball; spectating or being on the field or in spectator areas; baseball clinics;
participating in camps, practices, games, programs, trainings, drills or demonstrations; the use of
pitching/batting cages or simulators; the instruction of baseball related skills and exercises; the
use or misuse of bats, balls, gloves, plates, helmets and other baseball/softball equipment;
walking, running, sliding and jumping; and observing others engaged in these activities, except
to the extent that the claims are a result of the intentional or reckless conduct of STIKS
ACADEMY & SPORTS TRAINING, LLC and/or any of its affiliated companies and/or any of
their respective owners, officers, employees or agents. 2. Intend for this to include release and
waiver of any and all claims arising out of any negligence of the Releasees, including negligent
first aid and rescue operations. 3. Acknowledge that the Activities pose a danger of serious
bodily injury, including permanent disability, paralysis and/or death, and a risk of property
damage. The risks and hazards associated with the Activities may be without warning or
identifiable cause and include, but are not limited to: the risk of being hit by a baseball/softball or
by a bat or other object, falls, collision with an object or another player, natural hazards and
obstructions such as weather, conditions of the field grounds and surrounding terrain, limitations
of my own physical condition, acts of other participants, latent or apparent defects, and failure or
malfunction of equipment. I am aware that the use of protective equipment such as a helmet may
reduce the likelihood of injuries to the Minor but does not guarantee safety or freedom from
injury. I acknowledge that the physical activity involved in baseball/softball activities may
involve strenuous and/or sustained exertion and quick movements and may result in or worsen
physical injuries and other health problems. 4. Represent and warrant that, to the best of my
knowledge, the Minor does not have any physical or health-related condition that makes it
inappropriate to engage in the Activities.

STiKS Academy & Sports Training, LLC WAIVER AND RELEASE OF LIABILITY
Baseball/Softball Activities (Minor Participant) I further acknowledge, represent, understand and
agree as follows: I have read this Waiver in its entirety, been given sufficient time to review it
and ask any questions, and fully understand its terms. By agreeing to this document I am giving
up substantial legal rights. I represent that I have full authority as the legal parent or guardian of
the Minor to bind the Minor to this Waiver. I have the opportunity to bargain for different terms
of participation in the Activities at STiKS Academy & Sports Training, LLC. I understand that a
more limited waiver and release would result in a higher cost of participation. My acceptance of

this waiver indicates that I do not wish to further negotiate the terms of this document and that I accept its scope. I have the right and have been given the opportunity to seek independent legal advice before signing this Waiver. I HAVE AGREED TO THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.