

# Dodgertown West

## Liability Waiver, Release and Indemnification Agreement

Participant's Last Name

First Name

### **EXPRESS CONTRACTUAL ASSUMPTION OF ALL RISKS, WAIVER OF AND RELEASE FROM ALL LIABILITY FOR ANY NEGLIGENCE. INDEMNITY FOR ALL THIRD PARTY CLAIMS (THE "AGREEMENT")**

We know that baseball, and the events and activities related to it, are inherently risky, hazardous and dangerous activities, in which we choose to voluntarily participate at our own risk and such activities can result in personal injury, death and disability or property damage and loss (collectively "Damages"). We know that the risks, hazards and dangers include, but are not limited to, being hit with balls, bats and other objects; tripping and falling over uneven surfaces (e.g., base paths, infield dirt and outfield grass); tripping and falling over bases and pitcher mounds; colliding with or running into the baseball field components, including fences and dugouts; sliding into bases; and colliding with or running into other campers, participants, staff, personnel and spectators. We also understand that these risks, hazards and dangers are further increased when other persons, whether or not of the same level of experience or skill, are present at the same time and using the same facilities, and when equipment, including but not limited to bats and balls, is enhanced or changed by, among other things, the use of certain materials.

In consideration of utilizing and/or participating in Dodgertown West and its events, activities and facilities, we hereby agree as follows:

A. To assume the entire risk, if any, of the Damages which might occur during or as a result of our use of or presence at Dodgertown West facilities.

B. To waive any and all claims for Damages that we may have against Dodgertown West, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, lessors, sponsors, vendors, exhibitors, facilities operators and owners, or any other person or company in any way associated with any of the foregoing;

C. To release Dodgertown West, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, lessors, sponsors, vendors, exhibitors, facilities operators and owners, or any other person or company in any way associated with any of the foregoing from any and all liability for the Damages that we may suffer or incur, or that our next of kin may suffer, as a result of our participation in any activity while at or about Dodgertown West and/or participating in Dodgertown West and its events, activities and facilities;

D. To hold harmless and indemnify Dodgertown West, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, lessees, sponsors, vendors, exhibitors, facilities operators and owners, or any other person or company in any way associated with any of the foregoing, from any and all liability for the Damages to any third party, including other campers, participants or spectators of Dodgertown West resulting from our participation in any activity while at or about Dodgertown West and/or participating in Dodgertown West and its events, activities and facilities; and

E. To not bring or file any legal proceeding, including, but not limited to, any lawsuit, arbitration or administrative proceeding against Dodgertown West, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, lessors, sponsors, vendors, exhibitors, facilities operators and owners, or any other person or company in any way associated with any of the foregoing, for or with respect to any claim, matter or thing waived, relinquished, released or discharged by us in this Agreement.

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F. We further agree that any dispute, controversy or claim arising out of this Agreement or the interpretation of this Agreement or any claimed damages shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, except to the extent modified below. Dodgertown West agrees to such arbitration. The place of arbitration shall be Los Angeles County, California. The award of the arbitrator (the "Award") shall be final and binding upon the parties and judgment upon the award may be entered by any court of competent jurisdiction. The arbitrator shall be required to determine all issues in accordance with substantive law of the State of California, with any issue concerning this Agreement, including, but not limited to, its interpretation, effect and/or enforceability to be heard and decided before all other issues. The rules of evidence applicable to proceedings at law in the state of California shall be applicable to the arbitration proceeding.

**NOTICE: BY SIGNING THIS RELEASE AGREEMENT, WE AGREE TO HAVE ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF THIS AGREEMENT, THE INTERPRETATION OF THIS AGREEMENT OR ANY DAMAGES DECIDED BY NEUTRAL ARBITRATION AND ARE GIVING UP THE RIGHT TO A JURY OR COURT TRIAL.**

G. We further agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

H. We further certify that the undersigned Participant has no medical condition which would cause participation in activities at or about Dodgertown West to be potentially hazardous to his/her health. In addition, this Agreement shall constitute our authorization and permission to Dodgertown West and any doctor or medical personnel chosen by Dodgertown West to treat, care for, hospitalize, medicate or order surgery for any of us in the event of a medical emergency to any of us. We waive, relinquish, release and discharge Dodgertown West, its managers, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, lessors, sponsors, vendors, exhibitors, facilities operators and owners, or any other person or company in any way associated with any of the foregoing, for any and all claims and liability in connection with such treatment, care, hospitalization, medication or surgery and further agree to pay for all of the same and hold Dodgertown West harmless and indemnify Dodgertown West with respect thereto.

I. WE HAVE READ AND VOLUNTARILY SIGN THIS AGREEMENT, and further agree that no oral representations, statements, or inducements apart from this Agreement have been made by Dodgertown West or anyone else with regard to the subject matter of this Agreement. This Agreement sets forth and shall constitute the entire agreement between us with respect to the subject matter hereof and that this Agreement may not be supplemented, modified, changed or amended in any way. This Agreement shall be effective upon our heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees, successors and assigns.

We acknowledge that we have completely read and understand this Agreement and its terms and understand that this Agreement affects our legal rights. Prior to signing this Agreement, we have had the opportunity to ask any questions about this Agreement of Dodgertown West and of others, and to visit and inspect the facilities of Dodgertown West.

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Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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Emergency Contact \_\_\_\_\_ Telephone \_\_\_\_\_