

**RELEASE, WAIVER AND INDEMNITY AGREEMENT HOUSE OF HUSTLE, LLC
INDOOR FACILITY**

In consideration of the opportunity to participate in batting cages, field training, and other movement-related activities (collectively, the “Activities”), and for the Activities in which I actually participate, at the facilities at which House of Hustle may be hosting Activities (collectively, the “Facility”), I, for myself and my personal representatives, assigns, heirs and next of kin: 1. Acknowledge, represent and agree that I understand the nature and requirements of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities. 2. Acknowledge, represent and agree that I fully understand that: (a) the Activities involve dangers and risks that could result in serious bodily injury, including, without limitation, permanent disability, paralysis and death; (b) such dangers and risks may be caused by or result from my own actions or inactions, or the actions or inactions of others participating in the Activities, House of Hustle, LLC (owner or lessee of the Facility) or its members, managers, agents, officer, directors, coaches, representatives and employees (collectively, the “Releasees”), and others attending or observing the Activities; and (c) the Activities and the Facility may involve dangers, risks or losses that are not now known to me and/or are not now readily foreseeable. I fully accept and assume all such risks and dangers, including, without limitation, all risks of losses, costs and damages, known or unknown, foreseeable or unforeseeable, that I may incur or sustain as a result of my participation in the Activities and use of the Facility to the extent that any and all losses, costs and/or damages are the result of, directly, indirectly or otherwise, of the actual or alleged negligence of any one or more of the Releasees. 3. Covenant, warrant and agree that I will examine the Facility and that if I observe or witness any significant danger, hazard or other unsafe condition, I will remove myself from participation and bring such danger, hazard or other unsafe condition to the attention of the nearest Releasee, or other person conducting the Activities. 4. Hereby forever release and discharge, and covenant and agree not to sue, any or all of the Releasees (including, without limitation, House of Hustle, LLC and its successors or assigns), from and against any and all liability, claims, damages, demands, or losses caused, or allegedly caused, in whole or part by the negligence any of the Releasees. I further covenant and agree that if, despite this release, waiver of liability, assumption of risk and indemnity agreement, anyone on my behalf makes a claim against any or all of the Releasees (including, without limitation, House of Hustle, LLC or its successors or assigns) based upon the negligence or alleged negligence of any or all of the Releasees, I will indemnify and hold harmless each of the Releases (including, without limitation, House of Hustle, LLC and its successors or assigns) from any loss, liability, damage, cost, expense of litigation, and attorneys’ fees. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND ACKNOWLEDGE AND AGREE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE BEEN AFFORDED FULL OPPORTUNITY TO NEGOTIATE THE TERMS HEREOF. I HAVE SIGNED THIS AGREEMENT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THAT THIS AGREEMENT IS A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY FOR NEGLIGENCE TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE THAT IF ANY PROVISION OF THIS AGREEMENT IS DETERMINED TO BE INVALID, THE REMAINING PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING. If I am executing this agreement as a parent/guardian, this is to certify that I as parent/guardian with legal responsibility for this participant, do hereby consent and agree to his/her release as

provided above, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releases (including, without limitation, House of Hustle, LLC or its successors or assigns) from any and all liabilities incident to my minor child's involvement or participation in the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES (INCLUDING, WITHOUT LIMITATION, CHICAGOLAND INDOOR SOCCER AND ITS SUCCESSORS OR ASSIGNS).

Print: Name of Participant: _____

Date: _____

Participant Age _____

Print: Parent or Guardian Name _____

Parent/Guardian Signature _____