

Activity Waiver and Release

THIS ACTIVITY WAIVER AND RELEASE (this agreement) date: _____

Between _____ (the "Releasor") AND Pitcher Perfect, LLC of 215 Vernon St., St. Paul, MN 55105 (the "Activity" Provider)

In Consideration of the covenants and agreements contained in this agreement and other good and valuable consideration, the receipt of which I hereby acknowledged, the parties to this agreement agree as follows:

Consideration

1. Being of lawful age and in consideration of being permitted to participate in the activity described below, the Releasor releases and forever discharges the Activity Provider, its owner, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any injury to person or property, including injury resulting in the death of the Releasor, which has been or may be sustained as a consequence of the Releasor's participation in the activity described below, and notwithstanding that such damage, loss or injury may have been caused solely or partly by the negligence of the Activity Provider.

Details of Activity

2. The Releasor will participate in the activities associated with and related to the sport of baseball, including, but not limited to: Swinging a Bat, Throwing a Ball, Fielding Ground Balls, Catching a Ball.

Concurrent Release

3. The Releasor acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Releasor and with the intention of binding the Releasor's spouse, children, heirs, executors, administrators, legal representatives and assigns.

Fitness to Participate

4. The Releasor acknowledges that the Releasor does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent the Releasor from participating in the above mentioned activity. If required, the Releasor will obtain a medical examination and clearance.

Full and Final Statement

5. The Releasor hereby acknowledges and agrees that the Releasor has carefully read this Agreement, that the Releasor fully understands the same, and that the Releasor is freely and voluntarily executing the same.

6. The Releasor understands that by signing this Agreement, the Releasor agrees to be forever prevented from suing or otherwise claiming against the Activity Provider for any property loss or personal injury that the Releasor may sustain while participating in or preparing for the above noted activity.
7. The Releasor has been given the opportunity and has been encouraged to seek independent legal advice prior to signing this Agreement.
8. This Agreement contains the entire agreement between the parties to this Agreement and the terms of this Agreement are contractual and not a mere recital.

Governing Law

9. This Agreement will be construed in accordance with and governed by the laws of the state of Minnesota.

Emergency Contact

10. The Releasor's emergency contact information is:

(Name) _____

(Relationship) _____

(Contact Number) _____

Signature

Name

Relationship to Releasor