

IMPORTANT NOTICE

THIS AGREEMENT SHALL APPLY TO ANY AND ALL RBJE, LC doing business as "The Dugout" EVENTS OR ACTIVITIES ("EVENTS")

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

IN CONSIDERATION of ALLOWING myself, my family, and any and all minor child(ren) in my care, hereinafter Participants) to conducting batting practice, practice, compete, officiate, observe, work for, or participate in any way in the EVENT(S) located at 17 East 16th St, Scottsbluff, NE 69361 and/or any other location.

I, THE UNDERSIGNED, on behalf of myself, my family and/or any and all minor child(ren), wards, personal representatives, heirs, and next of kin:

1. I/WE Represent and agree that I know the nature of the EVENT(S) and the participant's experience and capabilities, and I affirm that the Participant is fit and qualified to participate in the EVENT(S).
2. I/WE Agree and represent that any Participant has or will immediately upon entering any such RESTRICTED AREAS, and will continuously thereafter, inspect the RESTRICTED AREAS and further agree and warrant that, if at any time, we are in or about RESTRICTED AREAS and believe anything of any nature to be unsafe or unsatisfactory in any way, we will immediately advise the officials of such and will leave the RESTRICTED AREAS and/or refuse to participate further in the EVENT(S).
3. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the owner, RBJE, LC, Martin Urdiales, Jennifer Urdiales, doing business as "The Dugout" and any and all promoters, participants, associations, employees, sanctioning organizations or any affiliated entities thereof, operators, owners, officials, instructors, builders and designers, crews, rescue personnel, and persons in any RESTRICTED AREA, promoters, sponsors, equipment and parts manufacturers and suppliers, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, surveyors, underwriters/brokers, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities, regarding the premises or EVENT(S) and for each of them, their directors, officers, agents, and employees, (the "RELEASEES") FROM ALL LIABILITY TO all me and all Participants, personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN DEATH ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
4. I/WE HEREBY AGREE that if, despite signing this Agreement, I, or the Participant, makes a claim for loss or damage against any of the Releasees, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY LOSS, LIABILITY, DAMAGE, FEES OR COSTS they may incur arising out of or related IN ANY MANNER TO MY OR THE MINOR'S ATTENDANCE AT OR PARTICIPATION IN THE EVENT(S), AND WHETHER CAUSED BY THE NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
5. I/WE HEREBY acknowledge and agree that THE EVENT(S) ARE DANGEROUS and involve the risk of serious injury, death and/or property damage. I also expressly acknowledge that

INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. I/WE HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) whether caused by the NEGLIGENCE OF ANY RELEASEE(S) OR OTHERWISE.
7. I/WE HEREBY agree that this Assumption of Risk and Indemnity Agreement extends to ALL acts of negligence by the RELEASEES, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.
8. I further certify that I and/or Participants are covered by health care insurance and such other insurance as is necessary to cover any and all injuries that any Participant may receive. I further agree to indemnify and hold harmless the above in the event that my health insurance carrier or other carrier attempts to sue or collect proceeds from the above, including but not limited to attorney's fees.
9. In the event that any single provision in this agreement is deemed unenforceable then the remaining provisions shall remain in full force and effect. Any lawsuit against the above may ONLY be brought in the District Court of Scotts Bluff County, Nebraska. Furthermore, Nebraska law shall be the only applicable law. This release has no expiration date.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND FOR OTHERS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE FOR THIS TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.