

Flying Spikes Baseball Club
Waiver, Release, and Agreement to Indemnify

Read carefully. This Waiver and Release affects any rights you may have if you are injured or otherwise suffer damages while participating in any activity in conjunction with activities of the Flying Spikes Baseball Club ("The Club").

I understand and acknowledge that if I and my family members elect to participate in any activities with The Club, we do so voluntarily and totally at our own risk.

I agree and acknowledge that The Club is not a supervised facility and has not investigated or reviewed and does not have knowledge of the level of experience or the safety habits of any persons using The Club's facilities and equipment. Nor does The Club vouch for the safe and proper working condition of any of the Club's equipment. By signing below I understand the potential dangers associated with The Club's activities. These hazards include, but are not limited to, the following: sprains, strains, bumps, bruises, concussions, broken bones, eye injuries, and other assorted physical injuries, which might be caused by using equipment, being hit with a ball or bat, or otherwise making use of The Club's facilities. I agree that The Club is not responsible for any personal injury, property loss or damage.

In consideration for being permitted to use The Club's facilities, **I (please print) _____ by signing my name below, acting for myself and members of my family, do hereby release, waive and forever discharge The Flying Spikes Baseball Club, its members, officers, directors, and volunteers, (Releasees) from any and all claims of liability that we may have for any personal injury, including death, and for any property loss or damage, that may result from, arise out of, or be related to our use of The Club's facilities or equipment or our participation in the activities of The Club, whether caused by our own negligence, the negligence or gross negligence of the Releasees, or the negligence of any third party. I agree to indemnify and hold harmless the Releasees from such liability, and from all legal expense incurred in defending against such liability, regardless of whether the injury, loss or damage is caused by my negligence, the negligence or gross negligence of the Releasees, or the negligence of any third party.**

This Waiver and Release shall be governed in accordance with the substantive and procedural laws of the State of Iowa without regard to its conflicts of law provisions. All disputes arising hereunder shall be brought in the state courts having jurisdiction in Polk County, Iowa and I hereby consent to the jurisdiction of such courts, agree to accept service of process by mail at my address on file with The Club, and hereby waive any jurisdictional or venue defenses otherwise available to me.

In signing this Waiver and Release, I acknowledge and represent that I have read the foregoing, understand it, and sign voluntarily as my own free act and deed; and further verify that I am at least eighteen years of age, and that I am acting for myself, my heirs, family members, personal representatives and assigns. No oral representations, statements or inducements, apart from the foregoing written agreement, have been made, nor may this agreement be modified orally or in writing.

Signature of Flying Spikes Baseball Club Member: _____

Date: _____