

# AMPBA, LLC – AMP Baseball – BASEBALL TRAINING

## LIABILITY RELEASE AND WAIVER, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT

The **Undersigned Client**, \_\_\_\_\_, (the “Client” or “you”) hereby agree(s) and acknowledge(s) that you are engaging in extreme and strenuous physical exercise, services, and the use of training equipment, facilities, training and instruction, which could cause serious injuries, even death, to you. The extreme and strenuous physical exercises and services include, but are not limited to falls, slips, sprains, broken bones, concussion and all related symptoms, contact with other players, paralysis, sudden death, potholes, standing water and other conditions of the field, along with, humidity, heat, cold, and other weather conditions inherent to training and conditioning.

**IN CONSIDERATION** of the right granted to you, the Undersigned, to attend the AMPBA, LLC’s *Training* (“Individual Training” or “Team Training”) and to participate in the Training and use any and all equipment associated with the Training, you agree covenant, and promise as follows:

**1) ASSUMPTION OF RISK.** You hereby knowingly assume all risks of injury to your person, including death, and property that may be sustained in connection with your entrance in/onto the Training, participation in any and all Training activities, and use of any and all equipment. This assumption of risk on your part includes, but is not limited to, bodily injury and death, resulting from the negligence of the Training and/or its employees, servants, agents, clients or contractors. You acknowledge that unanticipated and unexpected dangers may arise during your presence at the Training, participation in the any and all Training activities and use of the any and all equipment, including, but not limited to, slipping, falling, bacterial infections including MRSA, Rhabdomyolysis, and any and all injuries, including death. **In addition, you hereby intentionally relinquish your substantial legal right to a jury trial and acknowledge that you knowingly assume all risks pursuant to this paragraph.**

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**2) RELEASE OF CLAIMS.** You, for yourself and your heirs, administrators, and representatives hereby fully release, acquit, and forever discharge the Training its officers, directors, shareholders, agents, employees, representatives, affiliates, parents, successors and assigns of and from any and all known or unknown obligations (including, without limitation, the obligation to warn of known dangers), actions, causes of action, claims, demands, judgments, liabilities, losses, costs, damages and expenses of whatever kind or character (“Losses”) for any injury or injuries of whatever nature sustained to your person or property, by reason of or in any way connected either directly or indirectly to your participation in any and all of the Training activities and use of any and all equipment, and entrance into the Training caused, in whole or in part, by any negligent act or omission of you, the Training or any of your or its respective officers, directors, agents, employees or representatives. The scope of this Release includes, but is not limited to, all claims for negligence against the Training and/or its employees, servants, agents, or contractors, including claims for negligence resulting in bodily injury or death.

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**3) INDEMNIFICATION.** You, for yourself and your heirs, administrators, and representatives hereby agree to indemnify, defend, and hold the Training, its officers, directors, shareholders, agents, employees, representatives, affiliates, successors and assigns harmless from and against any known or unknown Losses based upon or in any way growing out of or connected directly or indirectly with your participation in any and all of the Training activities, use of any and all equipment, and entrance into the Training caused, in whole or in part, by any negligent act or omission of you, the Training or any of your or its respective officers, directors, agents, employees or representatives. The scope of this indemnification provision includes, but is not limited to, Losses resulting from the negligence of the Training and/or its employees, servants, agents or contractors.

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**4) COVENANT NOT TO SUE.** You, for yourself and your heirs, administrators and representatives hereby covenant not to sue or bring any action (whether at law or in equity) against the Training its officers, directors, shareholders, agents, employees, representatives, affiliates, successors or assigns for injuries sustained to

your person, including, but not limited to, death, and property damage due to or in any way growing out of or connected directly or indirectly with your participation in any and all of the Training activities use of any and all equipment, and entrance into the Training. This Covenant Not to Sue includes, but is not limited to, claims arising from the negligence of the Training and/or its employees, servants, agents or contractors as the Training explicitly intends to absolve itself from its own negligence. If you violate this paragraph, you agree to pay all of the Training reasonable attorneys' fees and costs incurred as a result of your violation.

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**5) GOVERNING LAW AND EXTENT OF AGREEMENT.** You, for yourself and your heirs, administrators and representatives hereby expressly agree that the forgoing Request, Release, Waiver, Assumption of Risk, Covenant Not To Sue, and Indemnity Agreement is governed by the law of the State of Florida and is intended to be as broad and inclusive as is permitted by Florida law. In the event that any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

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**6) PHOTOGRAPIC CONSENT.** You hereby knowingly consent to have your likeness, image, picture, or videos of yourself used in any advertising or promotion by the Training, its officers, directors, shareholders, agents, employees, representatives, affiliates, successors or assigns without further compensation.

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**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.**

**THE UNDERSIGNED HEREBY CERTIFIES THAT THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS THE FOREGOING LIABILITY RELEASE AND WAIVER, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT; THAT THE UNDERSIGNED HAS HAD AN OPPORTUNITY TO ASK CORE CROSSFIT QUESTIONS CONCERNING THE FOREGOING LIABILITY RELEASE AND WAIVER, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT, AND TO NEGOTIATE ADDITIONAL OR DIFFERENT TERMS; THAT AFTER NEGOTIATION AND BARGAINING REGARDING THIS LIABILITY RELEASE AND WAIVER, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT, THE UNDERSIGNED INTENTIONALLY RELINQUISHES ITS RIGHT TO RECOVER DAMAGES IN CASE OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE; AND THAT THE UNDERSIGNED VOLUNTARILY AND KNOWINGLY AGREES TO BE BOUND TO THE CONTRACTUAL TERMS CONTAINED HEREIN.**

**IN WITNESS WHEREOF**, the Undersigned has executed this Request, Release, and Waiver this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Under 18 Parent/Guardian Signature

\_\_\_\_\_  
Print Name