

LIABILITY WAIVER

IN ORDER TO USE THE FACILITY LOCATED AT 377 Marshall Way, Suite 6, Layton, UT 84041 (hereinafter "the Premises"), WHICH IS LEASED BY BIG 3 BASEBALL, LLC, A UTAH LIMITED LIABILITY COMPANY, EACH PARTICIPANT, OR AT LEAST ONE GUARDIAN OF EACH MINOR PARTICIPANT, SHALL READ THE INFORMATION AND STATEMENT BELOW AND AGREE TO ITS TERMS.

Big 3 Baseball has leased the Premises and installed certain equipment and fixtures therein to provide an indoor practice facility for baseball and/or softball. Participant or guardian of a minor Participant, acknowledges and agrees to the following: (i) That Big 3 Baseball, LLC, provides the Premises in a "self-serve" and "use-at-your-own-risk" manner and will not have any employees, agents or independent contractors supervising the participant's use of the Premises; (ii) That baseball and softball are dangerous activities that present certain inherent risks to the Participant and others who occupy the Premises; (iii) That such risks include, but are not limited to, being struck in the body by a rigid object (the baseball, softball or bat), whether such rigid object was thrown, hit, swung, or ricocheted off some other object and that such risks may result in serious injury and/or death; (iv) That each Participant or guardian of a minor Participant acknowledges that it is his or her duty to, and that he or she shall, inspect the Premises to their full satisfaction prior to beginning any use of the Premises and shall immediately inform other Participants and Big 3 Baseball, LLC, of any and all risks as they deem to be appropriate; (v) That each Participant or guardian on behalf of a minor Participant assumes the risk associated with their use of the Premises; (vi) That each Participant or guardian of a minor Participant shall hold Big 3 Baseball, LLC and the Building Owner, harmless for any and all damages and loss resulting from Participant's use of the Premises regardless of whether such damage or loss is occasioned by the negligence of any party; (vii) That the Participant, or guardian of a minor Participant, acknowledges and agrees that by agreeing to the terms hereof and/or using the Premises, he or she is in a contractual relationship with Big 3 Baseball. (viii) That a Participant will at all times use an appropriate batting helmet when using the facility.

The Participant, or the guardian of a minor Participant, understanding all risks inherent in participating in baseball and softball activities in the Premises, hereby assumes all risks involved in such activities, and further acknowledges and agrees while in or about the Premises to use the care that an ordinarily prudent person would use under the given circumstances and given the associated risks. Each Participant and/or guardian of a minor Participant further hereby waives, releases, discharges, and relinquishes any and all claims, causes of action or demands whatsoever that he or she has or may have in the future against Big 3 Baseball, LLC its members, managers, employees, agents, and/ or independent contractors; and the Building Owner its members, managers, employees, agents, and/ or independent contractors

that may arise from or relate to the Premises, and the Participant's or guardian of a minor Participant's use of or presence in the Premises. ADDITIONALLY, UNDER NO CIRCUMSTANCES WILL BIG 3 BASEBALL, LLC OR THE BUILDING OWNER, BE LIABLE TO THE PARTICIPANT, GUARDIAN OF A MINOR PARTICIPANT, OR ANY THIRD PARTY, FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

I am fully aware and understand that Big 3 Baseball, LLC or the Building Owner, does not have on or about the premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services, including, but not limited to, emergency cardiovascular assistance

Any person under the age of 18 years must have a parent or legal guardian co-sign this form. By their signature, said parent or guardian specifically agrees to all provisions herein.

I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AND AGREE WITH ALL THE PROVISIONS STATED HEREIN AND FURTHER AGREE TO BE BOUND IN ALL RESPECTS BY ITS TERMS.

Participant: _____

Signed: _____

Relationship: _____

Date: _____