

ALL*STARZ LIABILITY RELEASE
PLEASE READ THE FOLLOWING CAREFULLY AND SIGN BELOW

I _____ (Print Participant's Name) for myself, my family, executors, estate, heirs, guardians, and/or my assigns ("Releasors") acknowledge that my participation the activities conducted at **All*Starz Professional Softball & Baseball Instruction, LLC** ("Activities") involve physical activities and certain risks, including but not limited to serious injury and death. In exchange for being permitted to participate in the activities, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby warrant and represent that (i) I am fully familiar with, and completely understand, the risk(s) associated with all Activities, and (ii) I do not suffer from any condition or ailment nor am I subject to any restriction on physical activities which could impair my ability to engage in the Activities, and (iii) I assume full responsibility for any risk, including the risk of serious injury or death, connected with my participation in the Activities. I hereby hold harmless and release, and agree to indemnify and defend, **All*Starz Professional Softball & Baseball Instruction, LLC (All*Starz)** (collectively the "Releasees") from and against any and all actions, causes of action, proceedings, suits, claims, rights, liabilities, damages, losses, expenses or demands of any kind or nature, whatsoever (including attorney's fees and disbursements) which I or the Releasors can or might have as a result of or arising out of or in connection with my participation in Activities, including, without limitation, claims for property damage, personal injury, or wrongful death, regardless of whether any such injury, harm or damage was caused in whole or in part by the Releasees' negligence or gross negligence. I understand and agree that the Releasees are not responsible for any injury or property damage arising out of the Activities, even if caused by their negligence or gross negligence. I further acknowledge and agree that I do not have permission to use the premises for anything other than my intended participation in Activities and that I will be held personally responsible for any damages to the premises or any property belonging to the Releasees that occurs as a result of or arises out of my participation in the Activities. I understand that this document is intended to be as broad and as inclusive as permitted by the laws of the state of New Jersey and agree that if any portion of this Release is found to be invalid, the remainder will continue in full legal force and effect to the greatest extent permitted by law. I waive all rights to trial in any action or proceeding instituted in connection with this Release or the Activities. Any controversy or claim arising out of or relating to this Release or Activities shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

I give permission to use my name, photo, likeness, voice, testimonial or any background information provided by me in any media for any promotional use without compensation. I certify that I am of legal age to contract or that my legal guardian has read signed and agreed to this Release.

GENERAL FACILITY RULES:

1. DURING BATTING PRACTICES AND LESSONS HELMETS MUST BE WORN AT ALL TIMES.
2. NO CLEATS – PLASTIC OR METAL.
3. DO NOT HANG ON THE FENCING OR NETTING.
4. NO GUM CHEWING DURING ANY ACTIVITY.
5. ONLY ONE PERSON IN THE CAGE AT A TIME (WHEN THE SIMULATOR IS IN USE). ALL OTHERS MUST BE HELMETED AND BEHIND THE PROTECTIVE NETTING.
6. ABSOLUTELY NOT SWINGING OF BATS OR THROWING BALLS OUTSIDE OF THE CAGES IN THE SITTING AREA.
7. BE AWARE OF THE EQUIPMENT AND BALLS.
8. DO NOT TOUCH THE PROJECTORS OR COMPUTER KIOSKS.
9. PLEASE REFRAIN FROM INAPPROPRIATE WORDS AND GESTURES.
10. DO NOT LEAVE PERSONAL EQUIPMENT IN THE SITTING AREA AND WALKWAYS.
11. DO NOT PLAY ON THE STAIRS.
12. DO NOT WEAR JEWELRY.
13. MAKE SURE TO KEEP YOUR HAIR OUT OF YOUR EYES.
14. 24 HOURS IS REQUIRED FOR ANY AND ALL CANCELLATIONS.
15. LATE CANCELLATIONS WILL NOT BE REFUNDED.

PLEASE FILL OUT ALL INFORMATION LISTED BELOW. THIS IS REQUIRED BEFORE PARTAKING IN ANY ACTIVITY.

I acknowledge that I have read this Release fully, (above), understand its content and have signed below of my own free will.

***NAME OF PARTICIPANT (please print):**

***DATE OF BIRTH:**

***ADDRESS:**

***PHONE:**

***EMAIL:**

***RELATIONSHIP TO MINOR:**

***PRINT YOUR NAME:**

***SIGNATURE:**

***DATE:**

****My signature indicates that I have fully read and understand all facility rules****