

BIRMINGHAM BASEBALL PERFORMANCE, INC. dba USA PRIME ALABAMA
RELEASE, HOLD HARMLESS AND WAIVER AGREEMENT

By submission of this form and initialing, I certify that I have read and understand this release, that I have no questions concerning this release and its consequences, and that I agree to each and every term set forth below. If I am releasing a minor for a sporting program, I further acknowledge that I am the parent/guardian of the minor registrant and have the authority to execute this release on his/her behalf.

I, on behalf of myself/the minor registrant and or participant, understand that I/the minor registrant participate(s) in the sporting program for which registration is submitted at my/his/her own risk. Recognizing the possibility of physical personal injury or death associated with the my/the minor or accompanying registrant's participation in the program/activity and in consideration of Birmingham Baseball Performance, Inc. am accepting my/the minor participant's registration for any activity, I, on behalf of myself/the minor registrant, agree to assume all risks of bodily harm and hazards (whether foreseen or unforeseen) to myself/the minor participant from Program/facility participation of any sort as well as other events/programs hosted at the Birmingham Baseball Performance, Inc. Facility/grounds.

I, on behalf of myself/the minor registrant, do hereby waive, release, and agree to indemnify and hold harmless the Birmingham Baseball Performance, Inc., landlord, affiliated organizations, sponsors, employees, instructors, volunteers, officials, partners, and associated personnel ("Released Parties") in their official and personal capacities, from any and all injuries, claims, demands, suits, liability and costs for personal injury, medical expenses, attorneys' fees and any other expenses arising out of or resulting from my/the minor registrant's attendance and/or participation of any sort in the programs, at the Birmingham Baseball Performance, Inc., or any party of the facility or property utilized for, but not limited to programs or rental purposes.

I, on behalf of myself/the minor registrant, do hereby freely grant permission to the Birmingham Baseball Performance, Inc., employees, and/or agents to take photographs of my/the minor registrant's attendance at or participating/engaging in activities on property facilities and do hereby grant the Birmingham Baseball Performance, Inc. permission to publish the photographs taken of me/the minor registrant/participant for the purpose of promoting the Birmingham Baseball Performance, Inc. company.

This Release, Hold Harmless and Waiver agreement shall be construed broadly to provide a release, hold harmless and waiver to the Released Parties to maximum extent permissible under applicable law. I understand that this is a contract and certify by clicking "Yes" that I have read this document and have no questions thereon.

EXPECTATIONS:

- Program participants and their parents, guardians, and all others accompanying them to activities shall treat all participating parties (including players, instructors, staff, coaches, etc.) with dignity and respect.
- Program participants and their parents, guardians, and others accompanying them to activities shall use appropriate language, tones of volume, and body language when communicating. When in doubt, remain silent.
- Program participants shall become knowledgeable in and have an understanding of and respect for the rules and guidelines applicable to the related programming.
- Program participants and their parents and/or guardians shall recognize and acknowledge BBP facility use as a privilege.