

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT 2022

1. I, _____ HEREBY ACKNOWLEDGE, that I have voluntarily applied/agreed to participate in an event taking place in the Parking Lot, Batting Cage/Tunnel, Playing Field, Fun Zone or interior area of HODGETOWN operated by ELMORE SPORTS GROUP dba SOD POODLES which is a professional baseball organization.
2. I hereby, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE SOD POODLES, its owners, officers, agents, servants, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
3. I am fully aware of the unusual risks involved and the hazards connected with this activity. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSES BY NEGLIGENCE OF RELEASEES or otherwise.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the State of Texas.
6. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statement, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) year of age and fully competent; and I execute the Release for full, adequate and complete consideration fully intending to be bound by the same.

Signed on this ____ day of _____, 2022

PARTICIPANT

Printed Name

Signature

If Participant is under the age of 18, Parent/Guardian consents to the minor's participation in the event, consents for RELEASEES to seek reasonable and necessary medical treatment for Participants during such even or associated activities, and agrees to be responsible for any cost of such treatment.

Parent/Guardian Signature

Date