



**THE BIG INNING, INC.
 PREMIER WATER & ENERGY
 TECHNOLOGY, INC.
 BOLD CITY'S PREMIER
 PERSONAL TRAINING
 KYLE LUNDY**



11491 COLUMBIA PARK DRIVE W., UNITS 9 & 10, JACKSONVILLE, FL 32258

Waiver, Release and Hold Harmless Agreement

In consideration of permission granted to me by The Big Inning, Premier Water, Bold City Premier Personal Training & Kyle Lundy, allowing me to participate in the use of its fitness area and/or batting cage facilities. I represent, covenant and agree, on behalf of myself and my heirs, assigns, and any other person claiming by, under or through me, as follows:

1. I acknowledge that participating in the Activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or in part by the negligence or other fault of The Big Inning, Premier Water, Bold City Premier Personal Training & Kyle Lundy, The Trustees of The Big Inning, and/or its or their leased facilities, departments, trustees, affiliates, employees, officers, agents or insurers ("Released Parties").

2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.

3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys' fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole or part by the negligence or other fault of any of the Released Parties.

4. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully and I execute it voluntarily.

EXECUTED this _____ day of _____, 20_____.

 Printed Name

 Signature

 Parent/Guardian (under 18) Printed Name

 Parent/Guardian (under 18) Signature

 Emergency Contact

 Emergency Contact Phone