



Complete Game Athletics Ltd.

WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT (ADULT ATHLETE)

**I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE:**

PLEASE READ CAREFULLY BEFORE SIGNING

Initial:

I wish to participate in activities offered by **Complete Game Athletics Ltd. dba Inside Performance Baseball** ("**CGA**"). The activities offered by CGA shall include activities related to the playing of baseball, strength training, batting, catching, fielding, running, and all other such activities or services in any way connected to or related to CGA and the facility operated by CGA located at 1500 Railway St, North Vancouver, BC (the "**Activities**"). I wish to take part in the Activities in full knowledge and understanding that such participation, whether as a coach, trainer, player or other, **INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY AND DEATH, AND OTHER ECONOMIC LOSSES** which may be caused by my own actions or inactions, the actions or inactions of others, the condition of the facility and/or equipment, or **NEGLIGENCE BY ANY PARTY**.

I confirm that I am in good physical and emotional condition and health so that there are no restrictions on my participation in the Activities.

In consideration of me being permitted by CGA to participate in the Activities, and permitting me the use of CGA equipment and services, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledge, I hereby agree as follows:

- 1. WAIVER:** I hereby waive, release and discharge CGA, its directors, officers, members and employees (the "**Releasees**") from any and all claims and damages for personal injury, death, or property damage which the Registrant may sustain or which may occur as a result of the Registrant's participation in the Activities.
- 2. INDEMNIFICATION:** Regardless of the effectiveness and enforceability of the waiver above, I will compensate and hold CGA harmless from any loss, liability, damage, cost or expense (including litigation) which it may incur as a result of any injury and/or property damage which I may sustain or cause while participating in the Activities. I will make good any loss, damage, or cost CGA may have to pay if any litigation arises on account of any claim made by me or by anyone on my behalf.
- 3. JURISDICTION:** This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement and any rights, duties and obligations shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.
- 4. NO REPRESENTATIONS:** In entering into this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement, I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the Activities, other than what is set forth in this Agreement.

5. **VOID PROVISIONS:** If any provision of this Agreement is held to be unlawful, void or for any reason unenforceable, then that provision shall be removed from this Agreement and this removal shall not affect the validity and enforceability of any remaining provisions.
6. **BOUND PARTIES:** This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnification Agreement is binding on my heirs, next of kin, executors, administrators, trustees, guardians, successors and assigns.

I acknowledge that I am not permitted to use the batting cages or the weight room in the Facility without the supervision of an employee or independent contractor of CGA.

I CERTIFY I AM PHYSICALLY ABLE TO PARTICIPATE IN THE ACTIVITIES. I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND EFFECTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND CGA WHICH IS BINDING ON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS AND THAT I SIGN OF MY OWN FREE WILL.

Signature

Date

Printed Name

Witness

Printed Name

Email

Telephone