

RELEASE, HOLD HARMLESS AND INDEMNITY AGREEMENT

NOTICE: This is a release and indemnity with legal consequences. **READ IT CAREFULLY BEFORE SIGNING.**

In partial consideration of my being permitted to participate in the Baseball Factory on November 22, 2015, I hereby freely agree to make the following contractual representations and agreements.

I fully realize the dangers of participating in the Event and fully assume the risks associated with such participation including, by way of example and not limitation, the following: the dangers of collision with fixed or moving objects or with other persons, the dangers arising from surface hazards, equipment failure, or inadequate safety equipment, and the possibility of serious and permanently disabling or fatal physical and/or mental trauma or injury associated with this event.

For myself, my heirs, executors, administrators, personal or legal representatives, assigns and successors in interest (hereinafter collectively "successors"), I hereby waive, release and discharge any and all rights and claims which I have or which may hereafter accrue to me against the sponsors of this event, the Astros Hooks LLC, any promoting organization(s), any law enforcement agencies, all public entities, and their respective agents, officials and employees (hereinafter collectively the "Released Parties") through or which the Event will be held, for any and all injuries or damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Event.

I agree that the above representations are contractually binding and are not mere recitals. Should any claim be asserted in contravention of this agreement, I for myself my successors agree to indemnify and hold harmless the Released Parties from, and to reimburse the Released Parties for any and all expenses (including legal fees) incurred in defending such claim or damage, judgment or settlement whether resulting in whole or in part from simple or gross negligence of a Released Party, provided that this indemnity shall not apply to a Released Party which is finally adjudged liable on such claim for willful and wanton misconduct of sole negligence. This agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification or waiver of any other provision herein or as a consent to any subsequent waiver or modification.

Print Name (Participant)

Signature

Print Name (child if under age 18)

Signature (parent/guardian)

Address, City, State, Zip

Date