

PERFECT GAME INC. PARTICIPANT RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I understand that Perfect Game, Inc., utilizes various sponsors, vendors and service providers in the course of its business. Throughout this document Perfect Game, Inc, its affiliates, dbas, aliases, subsidiaries, various sponsors, vendors and service providers; their staff members, associates, workers, and anyone associated with the event will be collectively referred to as “Perfect Game” throughout the remainder of this document.

In consideration of participating in “Perfect Game” events in 2017, and for other good and valuable consideration, I acknowledge, understand and agree, on behalf of myself and my minor child as follows:

- That softball involves known, unknown and unanticipated risks which could result in, among other things, physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand such risks simply cannot be eliminated, despite the use of safety equipment and regardless of skills or discipline of participant.
- I authorize “Perfect Game” to request and/or obtain emergency medical treatment for myself or minor child as the circumstances may require. As parent/guardian I take full responsibility for payment of costs associated with medical treatment or services rendered.
- I expressly accept and assume all of the risks and inherent in this activity. Participation in this activity is purely voluntary and I freely choose to participate and allow participation despite the risks. In addition, if at any time I believe that event conditions are unsafe or that either I or my minor child are unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
- To release and hold harmless “Perfect Game”, on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (collectively referred to as “I”) from and against any and all liability, either by act or omission to act, including, but not limited to, any and all acts of negligence. **I agree I may be found by a court of law to have waived rights to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**
- Should “Perfect Game”, or anyone acting on their behalf, be required to incur attorney's fees or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. Any claims or petitions are to be made in the **State of Iowa** where Releasee is domiciled, and I further agree that the substantive law of **Iowa** shall apply to and govern this agreement. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I have had sufficient time to read **I have read** this entire document **and understood this document and I agree to be bound by its terms individually and/or as natural parent or guardian of the named minor child herein.** I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

