

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT**

In exchange for the right to enter onto and participate in events hosted upon the land occupied by RIVERSIDE BALLPARK INC. an Ohio non-profit corporation (hereinafter referred to as the "Releasee"), the undersigned (hereinafter collectively referred herein to as the "Releassor") agrees to the following:

Releassor waives for his or her executors, administrators, assignees or heirs, any and all rights and claims for damages, losses, demands and any other actions whatsoever, which he or she, individually or in solido, may have or which may arise against Releasee, and any of his or her heirs, employees, directors, officers or agents, including but not limited to any and all injuries, damages or illnesses suffered by Releassor or Releassor's property, which may, in any way whatsoever, arise out of, be related to or be connected with Releasee's negligence, Releassor's participation in any event on Releasee's land or in any way connected with his or her presence on the property of Releasee.

Releassor on behalf of himself or herself and his or her executors, administrators, assignees or heirs, hereby expressly release Releasee and any of his or her heirs, employees, directors, officers or agents from any and all such claims. Releassor hereby expressly assumes the risk of entering the land of Releasee and of taking part in activities on the land of Releasee.

Participant agrees to indemnify, hold harmless and defend Releasee and any of his or her heirs, employees, directors, officers or agents from any and all fault, liabilities, costs, expenses, claims, demands or lawsuits arising out of, related to or connected with the discharge of firearms, use of and presence on land of the Releasee. And should any such claim, demand or lawsuit arise or be asserted in any way whatsoever related thereto, whether arising under the laws of the United States, any state, or under any theory of law or equity, Participant will indemnify, hold harmless and defend Releasee and any of his or her heirs, employees, directors, officers or agents, from any and all costs, expenses or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Releasee and any of his or her heirs, employees, directors, officers or agents, whether individually, jointly, or in solido with Participant, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand or lawsuit, including attorney's fees.

Releassor acknowledges that he or she has carefully read this Waiver and Release and fully understand that it is a release of liability. Releassor is waiving any right that he or she may have to bring a legal action to assert a claim against RIVERSIDE BALLPARK INC. for our negligence.

EACH OF THE UNDERSIGNED further expressly agrees that the foregoing Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the State of Ohio, and that if any portion thereof is held invalid, it is agreed that the balance, notwithstanding, shall continue in full legal force and effect

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE, ORAL OR WRITTEN, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

LEGAL GUARDIAN ON BEHALF OF MINOR

Signature

Signature

Print Name

Print Name

Date

Date