



**Legends Way Ballfields
Liability Waiver**

As a spectator at Legends Way Ballfields, a softball facility located in Clermont, FL including practices, competitions, or related events and/or activities (the “Facility”), SPECTATOR acknowledges, accepts, and agrees that:

1. There is a risk of injury and/or death from participating at the Facility as a participant, spectator or volunteer, and I understand that there is a potential related risk to me due to my presence at or near the Facility.. I KNOWINGLY, FREELY AND VOLUNTARILY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES (as hereinafter defined) or others, and accept and assume full risk, responsibility and liability for my participation as a at the Facility. If I observe any unusual and/or significant hazards during my presence at the Facility , I will remove myself from the area that I perceive as a hazard and shall bring such hazard to the attention of the nearest Event official;

2. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE,PFX ATHLETICS, INC.; THE CITY OF CLERMONT; LAKE SUMTER STATE COLLEGE OF FLORIDA; SOUTH LAKE HOSPITAL; LAKE COUNTY; and their officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Facility (collectively, the

"Releases"), WITH RESPECT TO ANY AND ALL INJURY, SUITS COSTS, LIABILITY, DISABILITY, DEATH, and/or loss or damage to person or property, ARISING IN CONNECTION WITH MY PARTICIPATION AT THE FACILITY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Releasees or connected with the Facilities, including but not limited to, reasonable attorneys fees;

3. My attendance at the Facility organized or sponsored by Releasees is entirely voluntary. I further certify and represent that on the date of the Event. I will possess and be covered by medical/health insurance, individually or as part of an organization.

4. I consent to administration of first aid and other medical treatment in the event of injury or illness at or in connection with the Facility and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment;

5. The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Facility due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants;

6. I hereby grant permission to the Releasees to photograph, film, videotape and otherwise record the below named volunteer or spectator at and or connection with the Facility and subsequently to disseminate, telecast, reproduce and otherwise utilize the same for no charge or remuneration in whatever manner Releasees shall deem appropriate.

Such permission shall include the unlimited right to make use of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Facility . I acknowledge that Releasees and their representatives shall have the unlimited right throughout the world to copyright, use, reuse, publish, republish,

broadcast and otherwise distribute all or any portion of the Facility in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation to me. In consideration and in return for being allowed to participate in the Facility , I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Facility s that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND MODEL RELEASE AGREEMENT, AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY PURCHASING A TICKET AND/OR ENTERING THE VENUE FOR THE Facility . I DO SO FREELY AND VOLUNTARILY.