



Weston Explosion Inc.

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration for being permitted to participate in the Weston Explosion softball program, and to utilize the facilities, services, and programs of the organization, for any purpose, including but not limited to working out, or trying out, for the organization, participation or inclusion in the organization, observation or use of facilities or equipment, or participation in any program affiliated with Weston Explosion, without respect to location, the undersigned, for himself/herself, any of his/her children, and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has, or immediately upon entering or participating will inspect and carefully consider such premises and facilities or the affiliated program. It is further warranted that such participation in the Weston Explosion softball program for observation or use of any facilities or equipment or participation in such affiliated program constitutes an acknowledgement that such premises and all facilities and equipment thereon and such affiliated programs have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of such observation, use, or participation.

I IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ANY FUNCTION OR PROGRAM OF WESTON EXPLOSION FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO WORKING OUT, OR TRYING OUT FOR WESTON EXPLOSION, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH WESTON EXPLOSION, WITHOUT RESPECT TO LOCATION, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

- 1) THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Weston Explosion, its directors, officers, employees, coaches and agents (hereinafter referred to as "releasees") from all liability to the undersigned, his/her children, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, or his/her children, including any loss, damage or claim alleged to result from, or be caused by, the negligence of Weston Explosion, or otherwise while

the undersigned is in, upon, or about the premises or any facilities or equipment therein, or participating in any program affiliated with Weston Explosion, without respect to location.

- 2) THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in, upon, or about Weston Explosion premises or in any way observing or using any facilities or equipment of Weston Explosion or participating in any program affiliated with Weston Explosion, without respect to location, whether caused by the negligence of Weston Explosion or otherwise.
- 3) THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, whether due to the negligence of Weston Explosion or otherwise while in, about, or upon the premises of Weston Explosion and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with Weston Explosion, without respect to location.
- 4) THE UNDERSIGNED further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the state of Florida and that if any portion of thereof is held invalid, it is agreed that the remaining shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THE ABOVE WAIVER, RELEASE, AND INDEMNIFICATION AGREEMENT:

Participant Name: _____
(If under 18 years old, parents or legal guardians must sign below)

Participant/Parent Signature: _____ Date: _____

Participant/Parent Signature: _____ Date: _____