

RELEASE AND INDEMNITY

In consideration of **BC Athletics, LLC** ("BC") and/or **Brett Carroll** ("Carroll") providing physical fitness, baseball instruction and/or training instruction to _____ ("Minor"), Minor's legal guardian ("Guardian"), _____, hereby releases BC, Carroll, and any employee or subcontractor of BC, from any and all claims, damages, suits, legal expenses and injuries that may be asserted or claimed by or on behalf of Minor in connection with any condition or injury sustained or suffered by Minor, whether such injury or condition is discovered during or after any workout session provided to Minor by BC, Carroll or an employee or subcontractor of BC.

Guardian acknowledges that participation in any physical fitness or baseball training program creates a risk of injury that could be fatal (such as being accidentally hit by a baseball or a bat) and Guardian understands that such injuries are possible. Therefore, Guardian has been advised to seek medical advice for the Minor before beginning or continuing with any sort of physical fitness or baseball training program with BC or Carroll.

Unless specified in writing below, Guardian represents and warrants to BC and Carroll that Guardian is not aware of any physical condition or limitation that would prevent Minor from fully participating in the services provided by BC and Carroll.

Guardian represents and warrants to BC and Carroll that Guardian has the full legal right to enter into this Release and Indemnity Agreement on behalf of Minor and Guardian agrees to indemnify, defend and hold BC and Carroll harmless from and against any and all claims, damages, suits, injuries or legal expenses of any kind that may be asserted against BC and/or Carroll as a result of any services provided by BC, Carroll or BC's employees or subcontractors.

This ___ day of _____, 20__.

Guardian

Witnessed By:
