

***RELEASE, ASSUMPTION OF RISK, PERMISSION, AND INDEMNITY AGREEMENT***

This Agreement between Participant and Canofcorn LLC (dba Swing Hub) (hereinafter referred to as “Swing Hub”) shall be effective upon signing this document or enrolling on the NAME app via (the “Website”).

By accessing or using the Website during online registration or by signing below, you represent that you have read, understand, and agree to be bound by the terms and conditions of this Agreement.

**ASSUMPTION OF RISK: PARTICIPATION IN BASEBALL ACTIVITIES AND BATTING CAGES ENTAILS KNOWN AND UNANTICIPATED RISKS THAT COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY.** Participant recognizes that baseball and batting cages, like many sports, has an inherent risk of injury, including being hit by a ball or bat, tripping, slipping and falling, eye injury, orthopedic injury, or other disability. The participant recognizes and assumes the risk of playing baseball and using the batting cages and/or being in a facility where baseball is being played and batting cages are being used. The Participant shall at all times be vigilant to protect themselves from injury.

**Release and Waiver of Lawsuit/Liability.** In consideration of being permitted to visit or play baseball or use the batting cages at Swing Hub, I, for myself, my heirs or assigns and guests under age 18, **hereby release, waive, discharge and covenant not to sue Swing Hub**, its officers, members, employees and agents, sponsors, volunteers, independent contractors and/or other representatives (collectively, the “Released Parties”) for liability from fault in connection with any personal injuries, death, accidents, illnesses (such as communicable diseases including COVID-19), and property loss arising from, but not limited to, participation in baseball activity or batting cages even as the result of the sole or contributing fault of the Released Parties.

**Indemnification and Hold Harmless.** I also agree to **DEFEND, indemnify and hold Swing Hub, its officers, members, employees and agents, sponsors, volunteers, independent contractors and/or other representatives along with the property owner, ICANTSTANDTHISTOWN LLC (“Indemnified Parties”) harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney’s fees brought by me or my children or guests, or any heirs or assigns as a result of my or their involvement in playing baseball or using the batting cages and utilizing the facility, even as a result of the sole or contributing negligence or fault of the Indemnified Parties.**

**Limitation of Liability:** Notwithstanding any other provisions, in no event shall Swing Hub or its officers, members, employees and agents, sponsors, volunteers, independent contractors and/or other representatives be liable under any theory of recover, whether negligence, strict liability or breach of contract, to participant, their guests, heirs or assigns for more than \$10,000 in the aggregate regardless of the number of claims or claimants seeking damages or personal injuries.

This Agreement shall be construed under and governed in accordance with the laws of Louisiana without regard for conflict of laws principles and with exclusive venue in Orleans parish, State of Louisiana. Any dispute arising under this contract shall be resolved under the commercial arbitration rules of the American Arbitration Association in New Orleans. **THE SWING HUB AND PARTICIPANT BOTH WAIVE THEIR RIGHT TO JURY TRIAL. The prevailing party shall be entitled to its attorney fees and costs of court or arbitration fees and costs.**

I also give **Swing Hub** and its agents and designees permission to use or distribute, without limitation or obligation, my image, name, voice, and words for any purpose connected with my or my guests use of the facility, including promotional, marketing, training, informational, and archival uses.

By my signature below I acknowledge that I have read and fully understood all provisions above and freely and knowingly assume the risk and waive my rights concerning liability as set out above

_____	_____
Name:	Email
Phone:	
Date:	

*Signed for myself and as guardian for any of my guests under 18*