

# EXTRA BASES, LLC

## WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

("EXB" DBA as "Ripken Myrtle Beach", "The Ripken Experience Myrtle Beach", and/or "Ripken Amateur Baseball")

Neither Extra Bases, LLC, nor its owners (Burroughs & Chapin, Inc. and R-C Myrtle Beach, LLC) or Ripken Holdings, LLC (which provides certain sales and marketing, bookkeeping, and other "back room" services) is responsible for any injury or loss of property suffered by any individual while attending, playing, practicing, or engaging in any activity whatsoever at 3051 Ripken Way Boulevard, Myrtle Beach, SC 29577, or at any other field, facility, or accommodation in any way coordinated or provided under the trade name "The Ripken Experience" and/or anywhere events/operations are held/ conducted (collectively, the "Facilities"). This includes ordinary negligence on the part of any above-referenced entity, its owners, agents, employees, sponsors, volunteers or lessors of the premises. By signing below, I (or a parent signing on my behalf), acknowledge and agree that the terms of my attendance and participation in any "The Ripken Experience" tournament, game, practice, event, or program (collectively, "The Ripken Experience/SC") shall be subject to the terms and conditions of this Waiver, Release of Liability and Indemnification Agreement ("Release").

In consideration for my being allowed to participate in and attend The Ripken Experience/SC, I hereby agree to the following terms and conditions of this Release:

### ACKNOWLEDGEMENT OF RISKS - I understand and acknowledge the following:

Baseball and softball are vigorous team sports. My attendance and/or participation in programming at The Ripken Experience/SC may create a potentially dangerous situation in which my person and/or my property is at risk of injury or damage (including impairment of my future ability to earn an educational/athletic scholarship, living, engage in other business, social and recreational activities), and I am at risk for serious emotional, physical or bodily injury, including the potential for broken bones, injuries effecting joints, muscles, and internal organs, severe injuries to the head, neck and back, partial or permanent disability (including brain damage), temporary or permanent paralysis, and death (the "Risks"), despite any measures which may be taken by me, my coach and teammates, my fellow players, Extra Bases, LLC (which is the operator of The Ripken Experience/SC), and others to reduce or eliminate the Risks. I acknowledge that the Risks could be posed by any number of factors or conditions (including any combination of such factors and conditions), and expressly recognize that the Risks shall include, but not be limited to, the following occurrences and known risks regularly associated with the playing of baseball/softball:

1. Injuries to the ankle and/or knee which may be precipitated by my running, sliding (both in fielding and in running the bases - The Ripken Experience/SC utilizes standard bases), my being struck by a ball (either thrown or batted), or contact with another individual or the infrastructure of the Facilities or the grounds (including natural or synthetic playing surfaces), notwithstanding instruction and coaching, protective equipment, padding, warning tracks, and other precautions.
2. Concussions and contusions caused by my being struck by a bat, a ball (either thrown or batted), or contact between me and another individual or me and the infrastructure of the Facilities or the ground.
3. Instances of cardiac stress of varying levels of severity, including cardiac arrest, caused by my participation in any event or activity at The Ripken Experience/SC.



The Risks associated with my attendance or participation in The Ripken Experience/SC may be due to, among other things:

1. The vagaries of sport.
2. Another individual's use of the Facilities or participation in The Ripken Experience/SC, including instances where an individual may act dangerously or without due skill or care.
3. My health or any medical condition, which may be exacerbated, aggravated, triggered or otherwise affected by my use of the Facilities and participation in The Ripken Experience/SC.
4. The instruction, acts (or omissions), recommendations, advice, care, and/or treatment provided by my coach, medical professionals, and others.
5. The risk that my coach, an umpire, or an employee or agent of Extra Bases, LLC may misjudge my abilities, my conditioning, the weather, or some aspect of my mental, emotional, or physical condition that may make some or all of my participation in The Ripken Experience/SC inappropriate or inadvisable.
6. Uneven terrain, sunlight and/or cloudiness, wet grass, and other physical and atmospheric conditions.
7. Weather conditions and vehicle traffic which may be hazardous and render my attendance or participation in The Ripken Experience/SC even more dangerous or hazardous.
8. The ability of trained medical personnel to timely respond to any medical condition or injury I may suffer while attending or participating in The Ripken Experience.
9. Some other risk or other danger that is not reasonably foreseeable at this time.

**ASSUMPTIONS OF RISKS** - I hereby understand, agree, and acknowledge that the list of Risks identified above is not complete or exhaustive; and that I freely and voluntarily decided to participate in The Ripken Experience/SC. Furthermore, I (and/or any other parent or legal guardian signing this form on my behalf), on behalf of myself, and on behalf of my heirs, executors, personal representatives, assigns and estates, hereby knowingly and voluntarily assume and accept any and all risks brought about by virtue of my attendance or participation in The Ripken Experience/SC, including injury, death, concussion, illness, disease, and damage to property, inherent in, associated with or arising from my use of the Facilities and participation at The Ripken Experience/SC, as specified herein, and as may otherwise arise or result therefrom, and hereby knowingly and voluntarily, forever release, discharge and agree to hold harmless BHC, Extra Bases, LLC, Burroughs & Chapin Company, Inc., R-C Myrtle Beach, LLC, Ripken Holdings, LLC, and their respective affiliates and any of their respective members, owners, employees, officers, agents, representatives, heirs, successors and assigns (the "Released Parties"), from any and all claims, demands, or causes of action, which are in any way connected with my use of the Facilities or participation in The Ripken Experience/SC ("Claim(s)"), including any such Claims which allege a negligent act or omission of or by any of the Released Parties (provided such release shall not extend to grossly negligent acts or omissions or intentionally harmful acts); and to indemnify the Released Parties, and any of their respective affiliates, members, owners, employees, officers, agents, representatives, heirs, successors and assigns, for any and all costs, charges or expenses, including reasonable attorneys' fees, incurred in connection with any said Claim or by virtue of any misrepresentation made by my signing of this Release.

**CONSENT TO ATHLETIC TRAINER AND PARAMEDIC SERVICES** - The services of athletic trainers and paramedics are made available at certain The Ripken Experience/SC events. To the extent athletic trainer and/or paramedic services are available at an event at The Ripken Experience/SC, I hereby consent to such athletic trainers and/or paramedics furnishing athletic trainer/paramedic services to me and to any The Ripken Experience/SC event participant or attendee for whom I am authorized to make health care decisions, including any minor child for whom I make health care decisions. I understand and agree athletic trainers and paramedics furnish limited services, are not physicians or licensed to provide medical services, and will not provide services beyond the licensed scope of their authority or practice. I acknowledge and agree there is no guarantee any particular therapy, treatment, or service furnished or proposed by an athletic trainer or paramedic will be successful or effective, and in the event of injury or illness, I acknowledge and agree it is my sole responsibility to seek prompt medical treatment for myself and/or any individual for whom I am legally responsible.



**PARTICIPANT REPRESENTATIONS** - I hereby represent to the Released Parties the following:

1. No representations or warranties of any kind have been provided to me regarding the condition of the Facilities or the condition of any equipment present at The Ripken Experience/SC or the Facilities, including but not limited to, the field, base paths, bases, backstop, fencing, the dugout, and/or any spectator accommodations.
2. I am aware of the high skill level that is expected of myself and the other participants in The Ripken Experience/SC and I have the requisite skills and am in a sufficient physical and mental state to participate in The Ripken Experience/SC.
3. I have been provided with the opportunity to review the "Welcome Packet" and/or related orientation materials and have familiarized myself with the terms thereof, including any rules or regulations relating to The Ripken Experience/SC and condition of its facilities (including any rules or regulations relating to player equipment, field dimensions, or use of equipment).
4. The Released Parties, their respective employees and agents have not made any representations or warranties whatsoever with respect to the Facilities, equipment present at the Facilities, services and/or other accommodations that may or may not be provided in connection with The Ripken Experience/SC.
5. I am aware that the Released Parties are relying on the representations, acknowledgements, warranties and undertakings made by me in this Release.
6. I understand and acknowledge that The Ripken Experience/SC is operated solely by Extra Bases, LLC and that none of R-C Myrtle Beach, LLC, Burroughs & Chapin Company, Inc., Ripken Holdings, LLC (which may have provided certain marketing, sales, or other services on behalf of the Ripken Experience/SC), or any of their affiliates shall in any way be held liable for any injury or property damage I may suffer by virtue of my attendance at, or participation in, The Ripken Experience/SC and by signing below, I hereby forever release and discharge from liability all such entities. I understand that this Release is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and agree that if any portion is held invalid, the remainder of this Release will continue in full force and effect. I further agree that the venue for any legal proceeding shall be in the State of South Carolina. I also give Extra Bases, LLC and Ripken Holdings, LLC, their agents, partners, and assigns, permission to reproduce and publish any photograph, video or likeness of me for advertising, commercial or any marketing related purpose.

**FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 YEARS OF AGE AT THE TIME OF PARTICIPATION)** - This certifies that I, as parent/legal guardian with legal responsibilities for a participant or attendee have indeed read this Release and I agree, for myself, my heirs, assigns, and next of kin, to release and hold harmless and waive subrogation to The Ripken Experience/SC and all other entities and individuals identified in this Release from any and all liabilities incident to either my minor child's or my attendance, involvement, or participation in the outlined activities or programs as provided in the Release, even if arising from ordinary negligence, to the fullest extent permitted by law. I affirm that I have read and fully understand the content of this Release, that I am freely signing this agreement, and that I am giving up my and my child's legal rights and/or remedies which may be available to me, including any which may be available to me by virtue of the ordinary negligence of the Released Parties or any of the individuals or entities identified in the Release. By signing this Release, I represent to the Released Parties that I have the requisite authority to do so on behalf of my minor child and that I shall also individually be bound by the terms of this Release.

**NOTICE FOR STUDENT-ATHLETES** - I agree to file a copy of this signed Release to my member institution in accordance with rules and regulations of the NCAA Compliance Manual, Article 12.5.1.5.

