**Home Run Derby Waiver, Release, and Indemnity Agreement**

I, the undersigned parent or legal guardian of my child that is participating in the Home Run Derby Homers for Childhood Obesity played on March 30, 2014, agree as follows on behalf of myself and on behalf of my Child.

I acknowledge that participation in the Activity is a physical activity which could be hazardous and, as such I fully recognize the dangers associated with participation in this activity and associated training. I FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION and recognize that, by permitting my child to participate in the activity, I am exposing my child to the possibility of injury. As the parent or legal guardian of a participant, I agree it is my sole responsibility to be familiar with and to inspect any equipment used during my child’s participation in this activity. I agree and understand that should I be required to supply my own equipment for use during my child’s participation in the activity, it is my sole responsibility to be familiar with and to inspect said equipment and I will not use or let my child use any equipment which has not been inspected, or which fails to meet appropriate safety standards for participation in this activity. I further agree and understand that it is my sole obligation to furnish any safety equipment necessary for my child to participate during this activity. I fully accept all responsibility for the condition and adequacy of all of the equipment my child uses during the course of this Activity. My child has no physical or medical condition which, to my knowledge, would endanger others or my child, or would interfere with my child’s ability to participate in the activity and the associated training, instruction and workout program contemplated by this Agreement.

I acknowledge that by signing this document, I am releasing Madison King; and her respective agents, subsidiaries and affiliates (collectively “releases”) from liability. I have been advised to carefully read this document before signing and I acknowledge that I fully understand its contents.

I am signing this Waiver, Release and Indemnity agreement in consideration of the permission extended to me and my child by Madison King, to participate in the activity. I acknowledge and accept that participating in the activity and training is good and valuable consideration. My signing of this agreement and donating new or gently used sports equipment are preconditions to my child being allowed to participate in this activity. I hereby grant full permission to the Madison King to use photographs, videotapes, motion pictures, or any other record of this event including my child’s name, likeness, and voice for any legitimate purpose.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively “successors”) I HEREBY WAIVE, RELEASE, and DISCHARGE, ALL RELEASEES FROM ANY AND ALL CLAIMS relating to my child’s participation in this activity and associated instructional training. I agree to hold the releases harmless from any and all damages which may be sustained by me or my child directly or indirectly in connection with, or arising out of, my child’s participation in the Activity and the associated training, instruction and workout program. I agree never to commence or cause to be commenced a claim, lawsuit and/or action at law or claim for relief against the releasees, and agree not to initiate or in any way assist the prosecution of any claim of damages or cause of action which I or my successors hereafter may have by reason of injury to my child or to my property arising from the activities contemplated by this Agreement.

I will indemnify, save and hold harmless the releasees from any and all losses, claims, actions or proceedings of every kind, including third party claims, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from acts or omissions committed or omitted by me or my child while engaged in the activities contemplated by this Agreement.

I agree, for myself and my successors, that the above covenants are contractually binding, and are not mere recitals, and that should I or my successors assert any claim in contravention of this Agreement, the asserting party shall be liable for the expenses, including legal fees, incurred by the other party or parties in defending this claim, unless the other party or parties are finally adjudged liable on such claims for willful or wanton negligence. This Agreement may not be modified orally, and a waiver of any provision shall not be construed as a modification of any other provision herein, or as consent to any other provision herein, or as consent to any subsequent waiver or modification.

 Child’s Name

 Parent/ Guardian Signature Date