

TREK ATHLETICS, LLC WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in the facilities, services, programs, cage use, and gym use (collectively "Activities") provided by Trek Athletics, LLC, and its agents, owners, volunteers, participants, invitees, employees, officers, principals, independent contractors, heirs, successors, assigns, and all other persons and entities acting in any capacity on its behalf (collectively "Trek Athletics, LLC"), I voluntarily and knowingly agree as follows:

- I acknowledge and agree that participation in the Activities provided by Trek Athletics, LLC may involve risk of serious injury, as well as hazardous and inherent risks including without limitation being struck on the body by a rigid object (including a baseball, softball, bat and ball), whether the object was thrown, hit, swung, propelled by a machine, or ricocheted off another object; traveling to and from the Activities provided by Trek Athletics, LLC; falling or other injuries incurred during athletic drills; bodily injury incurred by lifting weights; swinging a bat; running; jumping; sliding; collisions with others and objects; fielding; catching; typical "horseplay" among team members; and lack of hydration.
- I understand that these risks involved in the participation of the Activities provided by Trek Athletics, LLC may come from a number of sources, including the negligent action or inaction of myself, others, and Trek Athletics, LLC, as well as surrounding conditions, and I knowingly and freely assume such risks.
- I acknowledge and agree that I am physically fit and in good health to participate in the Activities provided by Trek Athletics, LLC. If at any time I believe conditions to be unsafe or I am physically unable to participate in the Activities provided by Trek Athletics, LLC, I will discontinue my participation in such Activities.
- I consent to receive medical care or treatment if deemed advisable in the event of any injury, accident, or illness during my participation in these activities.

I hereby voluntarily waive all claims, and release, hold harmless, and discharge Trek Athletics, LLC from all liability, arising from injury negligently caused now or in the future as a result of my participation in and traveling to and from the sports and training related activities, facilities and programs of Trek Athletics, LLC.

I have had sufficient time to read the terms of this Agreement; I have read it; I understand its terms; and I agree to be bound by its terms.

SIGNATURE OF PARTICIPANT *or, if under 18 years old,*
PARENT/LEGAL GUARDIAN

DATE

PARTICIPANT'S PRINTED NAME

PARENT/LEGAL GUARDIAN PRINTED NAME *(if applicable)*

EMERGENCY CONTACT NAME

RELATIONSHIP

PHONE NUMBER

**Trek Athletics, LLC
1340 N 66th St
Lincoln, NE 68505
402-525-9407**