

Elite Fastpitch Inc.

Standard Release Form

Please print _____ first _____ mi last
Student's Name _____

Usual Location for Training _____

As used in this instrument, the terms "I," "my," and "you," refer to the undersigned or his or her legal or natural guardian who has signed this instrument below on behalf of his or her legal or natural ward or child.

As used in this instrument, the term "Elite Fastpitch" refers to Elite Fastpitch, Inc., its officers, shareholders, employees, agents, successors, and assigns.

As used in this instrument, the term "fastpitch" refers to Elite Fastpitch's style of pitching a softball. Though this style is commonly referred to as windmill pitching, there are various styles of windmill pitching. By signing this instrument, you recognize and acknowledge that there are various styles of windmill pitching and that the style Elite Fastpitch uses in its coaching/training sessions is a style unique to Elite Fastpitch. Fastpitch is a sports/recreational/athletic activity;

Initial: _____

I recognize and acknowledge that fastpitch is inherently a hazardous activity that could result in bodily injury. I hereby release Elite Fastpitch from all actions, causes of action, damages, claims, or demands that I, my heirs, executors, administrators, successors, or assigns may have, at any time now or in the future, against Elite Fastpitch for all personal injuries known or unknown that I have or may incur by participating in fastpitch training/coaching sessions with Elite Fastpitch;

Initial: _____

I recognize and acknowledge that fastpitch or any style of pitching a softball is not an exact science; I further recognize and acknowledge that success at pitching a softball or any aspect of a sport/recreational/athletic activity, in large part, requires a degree of innate talent and ability that cannot be taught or acquired through coaching/training sessions;

Initial: _____

I recognize and acknowledge that Elite Fastpitch makes no promise, representation, or guarantee of any kind whatsoever; without limiting the foregoing, I recognize and acknowledge that Elite Fastpitch makes no promise,

representation, or guarantee concerning the following: the style of pitching taught by or at Elite Fastpitch; the amount of coaching/training time I will receive from Elite Fastpitch; the amount of time I will play on or as part of any softball team, or any sports/athletic/recreational team or organization of any kind; my current or future success at the game of softball or any aspect of the game of softball; my current or future placement on any sports/athletic/recreational team or organization; my chances of receiving a scholarship of any kind whatsoever. I recognize and acknowledge that any expression or comment that Elite Fastpitch has made or may have made, now or in the future, is an expression of opinion, only, and in no way constitutes a representation, guarantee, or promise of any kind. I am not relying upon any such expression or comment;

Initial: _____

I authorize Elite Fastpitch to consent to any X-ray examination, anesthetic, ethical or surgical diagnosis, treatment, or procedure, and hospital care, to be rendered to me on the advice of any physician or surgeon licensed to practice in the states of New Jersey or Pennsylvania, and to consent to any X-ray examination, anesthetic, dental or surgical diagnosis, treatment, or procedure to be rendered by a dentist or dental surgeon licensed to practice in the state of New Jersey or Pennsylvania;

Initial: _____

This instrument shall be governed, construed, and interpreted in all respects in accordance with the laws of the state of New Jersey. The Superior Court of the state of New Jersey, in the county of Monmouth, shall have jurisdiction to hear and determine any matter arising therefrom. I hereby expressly submits and consent in advance to such jurisdiction in any action or proceeding commenced by the other in such court;

This instrument contains the entire agreement of the parties. No other instrument, statement, or promise made on or before the effective date of this instrument will be binding on the parties. If any provision of this instrument is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire instrument will be severable and remain in effect. This instrument may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them;

This instrument shall be effective when signed by you, and delivered to and accepted by the home office of Elite Fastpitch.

READ, UNDERSTOOD, AND ACCEPTED:

If you are signing on behalf of another, you represent that you are the legal or nature guardian of the child or ward on behalf of whom you are signing this

instrument and that you have the legal authority to sign this instrument on behalf of said individual; you agree to indemnify and hold Elite Fastpitch harmless from any and all actions, causes of action, damages, claims, or demands that may arise from or as a result of Elite Fastpitch's reliance on such representation.

Signature

Dated:

Print Name