

Texas Baseball Ranch®
Performance Enhancement Night Class
Participation Form

(Please complete and return both the registration and the waiver)

Athlete: _____ D.O.B.: _____ Today's Date: _____

Address: _____ T-shirt size: _____

City: _____ State: _____ Zip: _____

Athlete Phone #: _____ Athlete Email: _____

Parent(s) Name(s): _____

Parent Phone #: _____ Parent Email: _____

Please select your payment option:

- ☐ 2 Sessions per Week - \$549 per month (Before August 30th)
- ☐ 2 Sessions per Week - \$599 per month (After August 30th)
- ☐ 2 Sessions per Week - \$2495 All 5 months (**\$500 savings**)

Space is limited! Registration based on first come, first serve basis.
There will be a minimum of 6 classes per month.

Please select month(s) attending:

Mondays & Wednesdays 6:30pm - 8:00pm:

___ Sept. ___ Oct. ___ Nov. ___ Dec. ___ Jan.

Method of Payment

- ☐ I am enclosing a check in the amount of \$ _____ made payable to:
Ron Wolforth's Texas Baseball Ranch, 5451 Honea-Egypt Rd, Montgomery TX 77316
- ☐ Please charge my credit card \$ _____

Signature (Required) _____ Date: _____

Credit Card(circle one): VISA MASTERCARD DISCOVER AMEX CVC Code: _____

Card Number: _____ Expiration Date: _____

Name on credit card(if different from above): _____

Billing Address for credit card (if different from above): _____

There are no make-ups or refunds for sessions missed! ONE exception, if you get injured playing in your games in the first week of any session, we will refund 50% of your fee. Unused classes **CAN NOT** be carried over to another month.

To reserve your spot, please **scan & email** completed form to: info@TexasBaseballRanch.com

Take a picture & text to: (936) 587-0555

Or **call** to reserve your spot over the phone: (936) 588-6762

ATTENDEE RELEASE AND WAIVER OF LIABILITY

This ATTENDEE RELEASE AND WAIVER OF LIABILITY ("Release") is made by you in favor of Ron Wolforth's Texas Baseball Ranch LLC ("TBR") and Pitching Central LLC (TBR and Pitching Central together, "Company") as a condition to your participation in the Boot Camp, Summer Program, or any other training program or related events and activities offered by Company (the "Training Programs") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

1. Activities and Acknowledgment. You hereby acknowledge and understand that the Training Programs constitute cutting edge baseball and athletic training designed to improve your athletic performance and is not available from other sources. You acknowledge that your participation in the Training Programs involve risk of serious injury or death. You acknowledge and agree that you knowingly and freely assume all such risks, both known and unknown, even if arising from Company's negligence, or others, and assume full responsibility for your participation. You further agree to observe your surroundings at all times during your participation in the Training Programs and upon noticing any hazards you will remove yourself from participation in the Training Programs and bring such hazard(s) to the attention of the nearest Company representative immediately.
2. Grant of Rights. You hereby consent to Company, its designees, and/or its licensees photographing, filming, taping, recording, and/or interviewing you during or in connection with the Training Programs. You acknowledge and agree that Company is the exclusive owner of all rights, titles, and interests in and to all of your contributions to the resulting products (e.g., audio/video recordings) and all elements and derivatives thereof (including, without limitation, all copyrights) (collectively, "Works") on a "work made for hire" basis; but if any part of the Works is not a "work made for hire", then you hereby convey, assign, and otherwise fully transfer to Company any and all of your respective past, present, and future rights, titles, interests, and privileges throughout the universe in and to that part of the contributions to the Works. You hereby grant Company the non-exclusive, irrevocable, unencumbered, transferable, sub-licensable, royalty-free, fully-paid, perpetual, and worldwide right, but not the obligation, to use all or any part of your name, likeness, image, voice, statements, and performances, whether in original or modified form, in connection with all or any part of the Works in any and all languages, for any and all commercial and non-commercial purposes, and in any and all manners, mediums, and forms.
3. General Release. **IN EXCHANGE FOR THE CONSIDERATION PROVIDED IN THIS RELEASE, YOU IRREVOCABLY AND UNCONDITIONALLY RELEASE AND HOLD HARMLESS COMPANY, COMPANY'S PARENTS, SUBSIDIARIES, AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, PREDECESSORS, SUCCESSORS, ASSIGNS, TRANSFEREES, AND LICENSEES (COLLECTIVELY, "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, JUDGMENTS, RIGHTS, FEES, DAMAGES, DEBTS, OBLIGATIONS, LIABILITIES, AND EXPENSES OF ANY KIND WHATSOEVER, WHETHER KNOWN OR UNKNOWN, THAT YOU HAVE OR MAY HAVE AGAINST ALL OR ANY OF THE RELEASED PARTIES ARISING OUT OF, OR IN ANY WAY CONNECTED OR RELATED TO THIS RELEASE OR THE SUBJECT MATTER COVERED BY THIS RELEASE.**

Release for Company's Negligence. THE GENERAL RELEASE GIVEN UNDER THIS SECTION OR PARAGRAPH SHALL APPLY TO ALL CLAIMS, EVEN IF SUCH CLAIMS ARE CAUSED IN WHOLE OR PART BY THE SOLE, JOINT OR CONTRIBUTORY NEGLIGENCE OF COMPANY.
4. COVID-19 and Other Illnesses. You acknowledge, represent, and warrant to Company that you have not tested positive for COVID-19 within the last three weeks, have not come into contact with anyone who has tested positive for COVID-19 within the last three weeks, and have not been instructed to self-quarantine due to COVID-19 within the last three weeks. You represent to Company that at the time you execute this Release you do not have a fever or other COVID-19 symptom, including but not limited to cough, shortness of breath or difficulty breathing, chills, muscle pain, or sore throat. You acknowledge and understand that Company is not responsible for administering to you or other participants in the Training Programs any testing or other health checks for COVID-19, and it is solely your responsibility to do so and to notify Company if you experience a fever or any other symptoms. You further acknowledge that in no event will Company be responsible for any illness or other sickness, including but not limited to COVID-19, that you may suffer as a result of your participation in the Training Programs and you assume all health risks by your participation in the Training Programs.
5. Limitation of Liability. **IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS RELEASE, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL COST YOU PAID COMPANY FOR PARTICIPATING IN THE TRAINING PROGRAMS.**

6. Governing Law. This Release is governed by the laws of the State of Texas and the applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis.
7. Force Majeure. Company will not be liable or deemed in default for any delay, failure or interruption in performance under this Release resulting directly or indirectly, beyond its reasonable control, from any acts of God, civil or military authority, acts of the public enemy, war, acts of terrorism, riots, civil disturbances, labor strikes, insurrections, accidents, fires, explosions, earthquakes, floods, the elements, any government order or law, disease, epidemics, pandemics, or any other "force majeure" event.
8. Miscellaneous. You represent and warrant that you have read, understand, and voluntarily enter into this Release; and that there is no obligation, disability, agreement, or adverse claim that restricts any rights, titles, or interests granted or conveyed by you herein. If a court or arbitrator, as applicable, with binding authority invalidates any term or condition of this Release, then the remainder will not be affected, and that court or arbitrator, as applicable, will reform the invalidated term or condition to the maximum extent possible consistent with the intent of this Release and applicable law. This Release sets forth the entire agreement and understanding between you and Company relative to the subject matter hereof; and shall inure to the benefit of and be binding on you, Company, and each's respective successors, assignees, and transferees.

I HAVE READ THIS ATTENDEE RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY IN RETURN FOR MY PARTICIPATION IN THE TRAINING PROGRAMS.

X _____ Date Signed: _____
PARTICIPANT SIGNATURE

X _____
PRINT NAME

EMERGENCY CONTACT:

NAME: _____
PHONE NUMBER: _____

**FOR PARTICIPANT OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF REGISTRATION)**

You, the person accepting this MINOR RELEASE to the Release and Waiver of Liability, acknowledge and agree that you are the authorized parent or legal guardian of the person who accepted the Release; that you consent to, and have the right to consent to, him/her being a party to the Release; that you will not instruct or allow him/her to disaffirm or breach the Release; and that **if he/she disaffirms or breaches this Release, then you will indemnify, defend, and hold harmless Company, Company's parents, subsidiaries, and affiliates, and the respective officers, directors, owners, agents, employees, successors, assignees, transferees, and licensees of the foregoing ("Indemnitees") from and against any and all liabilities, claims, suits, demands, proceedings, judgments, and other actions brought by any third parties against any such indemnitees, together with any and all damages, fines, penalties, and expenses (including reasonable legal costs and reasonable outside attorneys' fees) incurred by any such indemnitees, arising out of or in connection with disaffirmance or breach.**

X _____ Date Signed: _____
PARENT/GUARDIAN SIGNATURE