

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the activity of Athletic tests as administered in an OnDeck Measurements event organized by FastPitch Recruits and OnDeck Measurements ("FPR/ODM"), of 501 South Reino Road, Newbury Park, California, 91320 and/or use of the property, facilities and services of FPR/ODM, I agree for myself and (if applicable) for the members of my family, to the following:

1. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by FPR/ODM, or the employees, representatives or agents of FPR/ODM.

2. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge FPR/ODM for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of FPR/ODM, whether caused by the fault of myself, my family, FPR/ODM or other third parties.

3. I agree to indemnify and defend FPR/ODM against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of FPR/ODM.

4. I agree to pay for all damages to the facilities of FPR/ODM caused by my or my family's negligent, reckless, or willful actions.

5. I, (Players parent/guardian) consent to the participation of my Daughter, (Athlete) who agree to be tested by ODM in Athletic tests as administered in an OnDeck Measurements event, and agree on behalf of the above minor to all of the terms and conditions of this Agreement. By agreeing to this Release of Liability, I represent that I have legal authority over and custody of this Athlete who agrees to be tested by ODM.

6. Any legal or equitable claim that may arise from participation in the above shall be resolved under California law.

7. I agree and acknowledge that I am under no pressure or duress to consent to this Agreement and that I have been given a reasonable opportunity to review it before agreeing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that FPR/ODM has offered to refund any fees I have paid to use its facilities if I choose not to sign this Agreement.

8. This Agreement and each of its terms are the product of an arms' length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement,

or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity. Accordingly, the Parties specifically reject the application of Cal. Civ. Code §1654 to this Agreement, as well as any other statute or common law principles of similar effect.

9. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY AGREEING TO PARTICIPATE IN THE TESTING EVENT I ALSO AGREE TO THIS RELEASE AND I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.