BOOST SPORTS DATA LLC CONTRACT AND WAIVER

Thank you for selecting Boost Sports for your baseball training and analytics. Your business is appreciated, and we look forward to helping you improve and train.

TERMS AND CONDITIONS

Subject to the following terms and conditions, Boost Sports Data, LLC agrees to perform the services described in this Training Contract (the "Agreement"), and Client agrees to pay to Boost Sports Data, LLC all fees and charges billed to Client pursuant to this Agreement. In consideration of this Agreement and the services of Boost Sports Data, LLC, its agents, owners, officers, managers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereafter "Boost Sports") Client agrees to release, indemnify, and discharge Boost Sports, on behalf of themselves, their spouses, children, parents, heirs, assigns, personal representatives, and estate as follows:

1. Acknowledgement of Risk. Client acknowledges that participation in Boost Sports activities which includes training and athletic exercises entail unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to Client, Client's property, or to third parties. Client understands that such risks cannot be eliminated without jeopardizing the essential qualities and service provided by Boost Sports. The risks include among other things: slipping and falling; collision with fixed objects or people; collision with moving objects such as baseballs or bats; sprains; broken bones; concussions and musculoskeletal injuries including head, neck, and back injuries; cuts, abrasions, bruises, cardiac related illness or even more severe life threatening hazards; exhaustion; exposure to temperature and weather extremes which could cause hyperthermia, heat exhaustion, dehydration; the negligence of participants or other persons who may be present; equipment failure or operator error; Client's own physical condition; and the physical exertion associated with sports training. Furthermore, Boost Sports seeks the safety of Client and other participants, but Boost Sports is not infallible. Boost Sports might be unaware of a participant's fitness or abilities. Boost Sports might misjudge the weather or other environmental conditions. Boost sports may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. Payment – Client shall pay Boost Sports Data, LLC all charges and fees assessed pursuant to this Agreement upon receipt of an invoice or statement; provided however, that Boost Sports reserves the right, in its sole discretion, to require prepayment of all or a portion of the charges and fees. The foregoing sentence does not affect Boost Sport's right to require a deposit, in its sole discretion, prior to any scheduled training.

3. Indemnification – Client will indemnify, defend, and hold harmless Boost Sports and its officers, directors, and employees from and against any and all claims (except for Boost Sports gross negligence or willful misconduct) including third party claims or alleged third party claims, liabilities, demands for damages, or causes of action, including reasonable attorneys' fees, death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur, including use of Boost

Sport's facilities or equipment, sports related injuries, and incidents which occur traveling to and from Boost Sports (collectively, "Claims") arising out of or caused by Client's, its employees', agents', or invitees' use of Boost Sport's facilities in connection with this Agreement.

4. Limitation of Liability – Except as expressly provided in this Agreement, and except for Boost Sport's gross negligence, willful misconduct, or breach of applicable law, Boost Sports will not be liable to Client or any third party for any indirect, special, consequential, or punitive damages (including without limitation lost profits) based on any causes of action, regardless of whether Client or Boost Sports was aware of the possibility of such damages. Boost Sports shall not be liable to Client or any third party for injuries which may occur while participating in sports training and physical exercise with a Boost Sport's employee. Boost Sports shall not be liable to Client or any third party for injuries which may occur while Client is at Boost Sports facilities.

5. No Warranty – Client acknowledges and agrees that Boost Sport's facilities are provided to Client "AS-IS," without warranty of any kind. Boost Sports expressly disclaims all warranties, express or implied, including, but not limited to, any warranty of merchantability, safety, and fitness for a particular purpose.

6. Independent Contractors - Client acknowledges that Boost Sports is an independent contractor and not a partner or agent of Client. This Agreement will not be interpreted or construed as creating any partnership or agency between the parties, or as imposing any partnership or agency obligations or liability upon either party.

7. Notices – Any notice required or permitted by the terms of this Agreement, or relating to this Agreement, must be in writing, and must be sent to the appropriate address stated in this Agreement, by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. The notice shall be deemed effective as of the date it is received by the receiving party. This Agreement may be terminated at any time by either party by written notice. After termination, all relevant provisions of this Agreement shall remain in force including Indemnification, Limitation of Liability, No Warranty, Client Representations and Warranties, and the Photography and Marketing provision.

8. Force Majeure – Performance of this Agreement is subject to acts of God, war, terrorism, government regulation, disaster, flood, earthquakes, fire, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services.

9. Governing Law – This Agreement will be interpreted, construed, and enforced in accordance with the laws of the State of Washington without regard to its conflicts of law rules. Each party hereby irrevocably consents to the personal j urisdiction and venue of the state and federal courts located in King County, Washington with respect to any action, claim, or proceedings arising out of or related to this Agreement, and agrees not to commence or prosecute any such action, claims, or proceeding other than in such courts.

10. Authority to Sign – It is understood that the individuals executing this Agreement below

have authority to bind the athlete or participant who will use the training services and equipment provided by Boost Sports. The individuals executing this Agreement agree that their signature does bind them by executing this Agreement.

11. Nonwaiver – The failure of Boost Sports to insist upon or enforce strict performance by Client of any provision of this Agreement, or to exercise any right or remedy under this Agreement, shall not be interpreted or construed as a waiver or relinquishment to any extent of Boost Sport's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same shall be and remain in full force and effect.

12. Photography and Marketing – Client understands that they may be photographed while at Boost Sport's property. Client agrees to allow their photo, video, or film likeness to be used for any legitimate purpose by Boost Sports, its producers, sponsors, organizers, and assigns. Client understands and represents that it agrees to Boost Sports collecting sports related data and information for display on its website. Client releases and irrevocably grants to Boost Sports and Boost Sport's assigns, licensees, and successors the right to use Client's image, video footage, age, sports related data, and name in all forms and media including composite or modified representations for all purposes, including advertising, trade, or any commercial purpose throughout the world and in perpetuity. Client waives the right to inspect or approve versions of images and data used for publication or the written copy that may be used in connection with images and data.

Client Initials: _____ Date: _____

13. Attorney's Fees – In any action, suit, or other proceeding to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses (including, without limitation, reasonable attorneys' fees) reasonably incurred in connection with such proceedings, or any appeal thereof.

14. Entire Agreement – This Agreement constitutes the sole, exclusive, and entire agreement, and supersedes any and all prior agreements between the parties. This Agreement may not be amended or modified except in writing signed by the parties to be bound thereby.

15. Client Representations and Warranties:

    a. Conduct – Client represents and warrants that Client will not conduct or allow its employees, agents, children, or invitees to conduct on Boost Sport's property, any illegal activity or any activity which is excessively noxious, offensive, annoying, or considered a nuisance, including, but not limited to, partaking in drugs of any kind, alcohol, or participating in violence of any kind.

    b. Inherently Dangerous – Client represents and warrants that Client is voluntarily participating in or allowing their children to participate in an inherently dangerous practice. Client represents that baseball, physical training, and the facilities are inherently dangerous and pose risk of serious injury or death.

c. Legal Age. Client certifies that they are of legal age to enter into a binding agreement on behalf of themselves or on behalf of their minor wards/children and are aware of the possible health risks involved due to participating in sports and physical training. Client represents and warrants that there are no health-related reasons or problems which preclude their participation or the participation of their minor wards/children in training or physical activity at Boost Sport's facilities.

d. Health Monitoring. Client represents and warrants that they alone are responsible for monitoring their own health or the health their minor wards/children. Client further represents and warrants that Boost Sports is not responsible for monitoring the general physical or mental health and condition of Client or any participant at Boost Sports.

e. Insurance. Client certifies that they have adequate insurance to cover any injury or damage Client may cause or suffer while participating, or else Client agrees to bear the costs of such injury or damage personally. Client further certifies that Client is willing to assume the risk of any medical or physical condition Client may have.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND HAVE READ THE FOLLOWING AGREEMENT.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN BOOST SPORTS SERVICES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST BOOST SPORTS ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED BOOST SPORTS HEREIN. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I ALSO AGREE THAT THIS DOCUMENT IS VALID FOR SUBSEQUENT VISITS AND PARTICIPATION AT BOOST SPORTS.

_____	_____	_____	_____
Client Signature	Date	Client's Name	Age

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent agrees to assume the role of Client in this Agreement. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

UNDERSIGNED PARENT CERTIFIES THAT THEY HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. UNDERSIGNED PARENT IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND CHOOSES SIGN IT OF THEIR OWN FREE WILL.

BY SIGNING THIS DOCUMENT, UNDERSIGNED PARENT ACKNOWLEDGES THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING THEIR PARTICIPATION OR THEIR MINOR CHILDREN'S PARTICIPATION IN BOOST SPORTS SERVICES, UNDERSIGNED PARENT MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED ITS RIGHT AND ITS CHILDREN'S RIGHTS TO MAINTAIN A LAWSUIT AGAINST BOOST SPORTS ON THE BASIS OF ANY CLAIM FROM WHICH THEY HAVE RELEASED BOOST SPORTS HEREIN. UNDERSIGNED PARENT HAS HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE AGREEMENT. UNDERSIGNED PARENT HAS READ AND UNDERSTOOD IT AND AGREES TO BE BOUND BY ITS TERMS. UNDERSIGNED PARENT ALSO AGREE THAT THIS DOCUMENT IS VALID FOR SUBSEQUENT VISITS AND PARTICIPATION AT BOOST SPORTS.

_____	_____	_____	_____
Print Participant's Name	Age	Signature of Parent or Guardian	Date