

HOLD HARMLESS, INDEMNITY AND USE AGREEMENT

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between **The Lid, LLC**, an Illinois limited liability company, Madison County, Illinois, hereinafter referred to as “**The Lid**” and (parent and child names) \_\_\_\_\_, hereinafter referred to as "**User**".

WHEREAS, **The Lid** owns an indoor sports complex primarily utilized for all-weather baseball/softball practice and training which it is willing to allow **User** to utilize for his/her/its own personal use and benefit, but solely subject to all of the terms and conditions of this Agreement;

WHEREAS, **User** desires to be granted access to the sports complex owned and made available by **The Lid** and understands that said access to and use of **The Lid’s** sports complex will be granted subject to and solely upon receipt by **The Lid** of **User’s** Hold Harmless, Indemnification and Use Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of **The Lid** making available access to and use of its sports complex for the benefit of **User** and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **The Lid** makes no representation about the safety of any design, equipment or process for play at the facility. **User** acknowledges the prior statements and accepts access to the facility subject to said statements.

2. **User** agrees to be responsible for safety and supervision of individuals using the facility and **The Lid** shall have no responsibility for supervision of the facility or its use.

3. **User** acknowledges that the nature of baseball and softball and the use of baseballs, softballs and bats presents an inherent danger and risk and accepts all responsibility and liability for said risks.

4. **User** further acknowledges the presence of artificial turf at the facility and that **The Lid** recommends long pants, helmets and all other related protective gear. **User** accepts all responsibility for any injury attributable to the artificial turf at the facility.

5. **User** hereby agrees that he/she/it will, at all times hereafter, indemnify and hold harmless **The Lid** from any and all expense, cost, or loss, including attorneys' fees and court costs, that **The Lid** may incur, suffer or become obligated for resulting from or arising in connection with **User's** access to and use of **The Lid's** sports complex or **User's** breach of any of the terms and conditions of this Agreement.

6. It is agreed that, in the event of any claim or suit arising from said access to and use of **The Lid's** sports complex, **The Lid** shall have a right to its own counsel and to make its own defense and to settle and compromise any issue as it may see fit, with all said expenses to be paid by **User**.

7. This indemnity shall continue in full force and effect from the date of this Agreement for so long as **User** has access to and use of **The Lid's** sports complex and thereafter as to any claims arising from **User's** access to and use of the facility.

9. All notices and any other evidence of any such loss, liabilities, costs, damages, or expenses of whatsoever nature incurred by **The Lid** shall be prima facie evidence against **User** and his/her/its successors and estates of the fact and extent of liability of **User** to **The Lid**.

10. **User** acknowledges that the granting to him/her/it of access to and use of **The Lid's** sports complex is exclusive to **User** and that the **User's** granting of access to and use of **The Lid's** sports complex to any other person shall result in the immediate forfeiture of **User's** use of and access to **The Lid's** sports complex.

11. **User** agrees to be bound by all rules and regulations published from time to time by **The Lid** for access to and use of its sports complex. **User** further acknowledges that **The Lid's** granting to him/her/it of access to and use of its sports complex is revocable at any time.

12. **The Lid** shall be entitled to recover all reasonable attorneys' fees and costs of litigation incurred in enforcing the terms, conditions, warranties, and covenants of this Agreement or in obtaining an award of damages or other relief as provided for herein.

13. This Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators and assigns of the respective parties hereto.

**USER SIGNATURE (or parent of child under 18)**

\_\_\_\_\_

**PRINT NAMES (parent and child):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

The Lid, LLC

BY: \_\_\_\_\_

ITS: \_\_\_\_\_