

BAT SHAVING ORDER FORM AND RELEASE

(Please include a printed copy of your order along with this form)

Name: _____

Order number: _____

Address: _____

Phone: _____

E-mail: _____

BAT 1

Brand: _____

Model: _____

Length: _____

Weight: _____

Roll: Yes No

Shave: Yes No

Desired Weight
After Shaving: _____

Shaving level: Light Normal Aggressive

BAT 2

Brand: _____

Model: _____

Length: _____

Weight: _____

Roll: Yes No

Shave: Yes No

Desired Weight
After Shaving: _____

Shaving level: Light___ Normal___ Aggressive_____

BAT 3

Brand: _____

Model: _____

Length: _____

Weight: _____

Roll: ___ Yes ___ No

Shave: ___ Yes ___ No

Desired Weight
After Shaving: _____

Shaving level: Light___ Normal___ Aggressive_____

I, the undersigned, assume all responsibilities and risks for any alterations made to the bat(s) listed above (the "Bat(s)") by the World's Hottest Bats, LLC ("World's Hottest Bats"). I understand that the World's Hottest Bats only shaves bats for use in exhibitions, home run derbies and outlaw leagues where it is legal to use them. I agree not to use the Bat(s) in sanctioned league play, tournaments or anywhere it is illegal. I understand that the Bat(s) will come with a sticker identifying them as shaved and agree not to remove the sticker.

I will indemnify, defend and hold World's Hottest Bats and its members, managers, agents, employees and assigns harmless from all claims, demands, or liability arising out of or encountered in connection with my or anyone else's use of the Bat(s). Such indemnity shall extend to claims, demands, or liability for injuries occurring out of or in connection with the use of the Bat(s) regardless of whether the Bat(s) were used in a legal or illegal manner.

World's Hottest Bats is not responsible or liable for slight alterations that may have to be made to the Bat(s) in order to accomplish the shaving process. I acknowledge and understand that the balance of the Bat(s) may feel different due to the material removed and any endloading added back in. World's Hottest Bats does not warrant the shaved Bat(s) from cracking or denting. I release World's Hottest Bats and it members, managers, agents, employees and assigns from any and all claims and liability arising out of or resulting from the alterations made to the Bat(s) by World's Hottest Bats.

I understand that it is recommended that the use of the Bat(s) during batting practice should be minimal. I understand that the Bat(s) are not to be used in under 60 degree weather and that bat warmers should be used any time the temperature is below 70 degrees.

If any legal action or other proceeding is brought for the interpretation or enforcement of this Bat

Shaving Order Form and Release, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Bat Shaving Order Form and Release, then the successful or prevailing party or parties will be entitled to recover their reasonable attorney fees and other litigation costs (including the cost of experts) incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

This Bat Shaving Order Form and Release will be enforced and interpreted according the laws of the State of Arizona.

Signature: _____ Date: _____

Print Name: _____