

STATEMENT

RAWLINGS SPORTING GOODS CO. ,INC. and its parent, subsidiaries and related corporations, partnerships and, entities. if any (collectively "Rawlings"), hereby indemnify and agree to defend, save and hold harmless the **KENTUCKY HIGH SCHOOL ATHLETIC ASSOCIATION** and its member schools, and each of their attorneys, insurers, agents, representatives, and employees, including, but not limited to, officials and coaches (collectively the "KHSAA"), from and against all demands, claims, allegations, assertions, actions or causes of action, assessments, losses, damages, deficiencies, liabilities, costs and expenses (including reasonable legal fees) interest, penalties and all reasonable amounts paid in investigation, defense or settlement of any of the foregoing (hereinafter collectively "claims"), whether or not the foregoing are resolved in favor of a third party in a court of law or pursuant to a settlement agreement of any type, asserted against, imposed upon, resulting to required to be paid by, or incurred by the KHSAA, directly or indirectly in connection with, arising out of or which would not have occurred but for Rawlings' failure to properly mark the NFHS12Y47LKY(Kentucky stamp) model softball with the ".47 C.O.R." designation stamp.

The KHSAA shall provide written notice to Rawlings of any claims within twenty (20) days of receipt of notice by the KHSAA. Rawlings hereby reserves the right to defend, settle and compromise any and all claims on behalf of the KHSAA arising as a result of this Statement.

RAWLINGS SPORTING GOODS CO., INC.

By: Scott D. Siebers
ITS: _____

Dated: 4/23/03