

# SLUGGERS HITTING ZONE, LLC

## WAIVER / RELEASE OF LIABILITY

In consideration of being permitted to participate in or assisting others in related events and activities via Sluggers Hitting Zone, LLC on behalf of myself, or a minor child or ward, heir, next of kin, personal representative, successor, or assign;

- (1) I ACKNOWLEDGE, UNDERSTAND, DECLARE AND AGREE THAT:
  - a. I approve of my child's/ward's participation at all Sluggers Hitting Zone, LLC sponsored activities.
  - b. To the best of my knowledge, my child/ward is in good physical condition and has no disease or injury that would be aggravated by participating in any activities related to competitive athletics and any and all activities sponsored by Sluggers Hitting Zone, LLC;
  - c. Participating, assisting others, and/or serving as a spectator within any athletics may involve RISK OF INJURY TO ME INCLUDING DEATH, LOSS OR DAMAGE TO ME OR MY PROPERTY, or other consequences, which might result not only from my own actions, inactions or negligence but also the actions, inaction or negligence of others, the rules of play, or the conditions of the premises or of any equipment used;
  - d. There may be OTHER RISKS not known or not reasonably foreseeable; and understanding all of the above.
  
- (2) I ASSUME ALL OF THE RISKS AND RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, INDEMNIFY, AND COVENANT NOT TO SUE:
  - a. Sluggers Hitting Zone, LLC, its directors or members, managers, employees, volunteers, coaches, instructors, trainers, sponsors, investors, advertisers, officials or any other individuals affiliated with Sluggers Hitting Zone, LLC;
  - b. Any affiliated subsidiary, successor, organization, or related companies or businesses;
  - c. Owners, lessors and lessees of premises used to conduct workouts, tryouts, practices, meetings, clinics, camps, showcases, tournaments or private instruction FROM ANY AND ALL LIABILITY FOR INJURY, INCLUDING DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, OR ANY OTHER CONSEQUENCE in connection with entry in or arising out of participation in, including travel, en route to and from workouts, tryouts, practices, meetings, clinics, camps, showcases, tournaments or private instruction.
  
- (3) **Once this agreement is signed and payment is made, there will be no refund for any reason.**
  
- (4) I FURTHER AGREE THAT:
  - a. Prior to participation, I, or in the case of a minor, a parent or guardian, will INSPECT the facilities and equipment used, and if I believe same to be unsafe, I will immediately REPORT such condition(s) to a coach, instructor, supervisor, or official connected with Sluggers Hitting Zone, LLC of same and either DECLINE TO PARTICIPATE or ASSUME THE RISK of participating.
  - b. I agree to give Sluggers Hitting Zone, LLC the right to talk to or release information to any and all college programs, Major League teams and scouts, and to ALLOW my PHOTOGRAPH, PICTURE, LIKENESS, or VOICE to appear in any official documentary, promotion, internet, television, radio, or film coverage of any and all events related to Sluggers Hitting Zone, LLC WITHOUT COMPENSATION.
  
- (4) I CONSENT TO ALL EMERGENCY MEDICAL TREATMENT as may be deemed appropriate and agree to pay for all services provided by medical personnel or personnel associated with Sluggers Hitting Zone, LLC

I HAVE READ, UNDERSTAND, AND WILLFULLY ACCEPT THIS FORM IN ITS ENTIRETY.

**You must sign below, or if under the age of 18, the parent/guardian of the participant must sign certifying that the above information has been read, complied with, and agreed to.**

Parent or Legal Guardian Signature: \_\_\_\_\_

Participant's Name: \_\_\_\_\_ Date: \_\_\_\_\_

