



## Waiver of Liability and Release for use of HQ facilities

Name \_\_\_\_\_ DOB \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Email \_\_\_\_\_

I hereby acknowledge and agree that participation in the batting cages within Hitters Headquarters, a Baseball and Softball Training Facility has inherent risks. In consideration of the services provided by HQ, their agents, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as HQ). I now agree as follows:

1. I acknowledge and fully understand that I \_\_\_\_\_, the participant (if participants is 18 years of age or older) or parent/legal guardian of the above listed minor participant, will be engaging in activities that may involve risk of serious injury which might result not only from my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, there may be other risks not known or not foreseeable. The risks may include, but are not limited to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by Bat Cave or other entity; acts of other participants in this activity, employees or agents of HQ, my own physical condition, acts of omissions; conditions of HQ, facility and surrounding grounds or terrain and accidents connect with their use; first aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is voluntary, and I elect, despite the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damage following such injury.

3. On behalf of myself, my children, my parents, my heirs, assigns, personal representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless HQ and of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors and agents, other batting cage participants, and if applicable, operator or lessors of premises used to conduct the event/activity, from any and all liability for any and all claims, demands of causes of action which are in any way connected with my participation in his activity or my use of HQ equipment or facilities.

4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities or alternatively I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical condition, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

5. I hereby certify that I am at least 18 years old, or the part or legal guardian of the participant under 18, and I agree I will wear a batting helmet while in the batting cages. I hereby give Bat Cave permission to administer basic first aid and authorize HQ, its agents, or employees to contact 911 or other emergency personnel as needed.

6. I hereby certify that I have been given the Rules & Regulations for batting cage use and will adhere to them.

7. I do hereby give HQ its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publications or any other lawful purposes, and I waive any right to inspect or any approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against HQ and each of the parties listed in Paragraph 3 above on the basis of any claim from which I have release them herein

**I HAVE HAD A SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS**

Participant Signature or Parent/Guardian if participant in under the age of 18 \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_ Date \_\_\_\_\_