Waiver of Liability and Release for use of Batting Cages on Behalf of Minor Child

CHILD’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT OR GUARDIAN’S NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CELL PHONE NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I, the undersigned participant/parent or guardian of the participant, recognize and acknowledge that activities at the Batting Cage, located at Brimfield Elementary at 4170 State Route 43, Kent, OH 44240, involve risk of serious injury, including permanent disability or death, and severe social and economic losses. The risks may include, but are not limited to: the nature of the activities therein, latent or apparent defects of conditions in equipment or property supplied by the owners of the Batting Cage or other entity; acts of other participants in this activity, employees or agents of the owners of the Batting Cage, my child’s physical condition, acts or omissions; conditions of the facility and surrounding grounds or terrain and accidents connected with their use; and first aid emergency treatment or other services. Further, I understand that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by the undersigned.

I expressly agree on behalf of my child and promise to accept and assume all the risks existing in this activity. My child’s participation in this activity is purely voluntary and I elect, in spite of the risks, to allow him/her to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury.

In my absence, I authorize the instructor, coach or Brimfield Athletic Association member to call for emergency rescue services for (child’s name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ should they be necessary in the case of injury or suspected injury, or during the times that the above named individual is participating in an activity at the Batting Cage. I authorize the attending physician at the hospital to administer necessary emergency medical care to the above individual upon arrival at the hospital. I will accept responsibility for the payment of any and all treatment provided therein including emergency rescue services.

I certify that the above named child is capable of participating safely in the activities at the Batting Cage. I understand that the owners of the Batting Cage may, but are not legally required to, provide accident, health, or life insurance coverage for the above named participant during program participation. I further understand that regardless of any existing coverage, I am legally responsible for actions of the above named individual including, but not limited to, any damage to private or public property. I am legally responsible for my own and/or my child’s welfare and actions including personal needs and medical expenses. I agree to indemnify and hold the owners of the Batting Cage, Brimfield Athletic Association, its officers, directors, and representatives (collectively, “the owners”) harmless from any loss, damage, or injury which may result from me or my child’s participation in activities at the Batting Cage. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the owners of the Batting Cage. I further agree to release, waive and discharge, and covenant not to sue the owners of the Batting Cage for any claims, demands, or actions whatsoever arising out of any damage, loss, or injury incurred on or to me or my child as a result of my participation or my child’s in activities at the Batting Cage. This release of liability and indemnity applies to me, the undersigned, or my child, as well as any personal representatives, assigns, heirs and next of kin.

On behalf of myself, my children, my parents, my heirs, assigns, and personal representatives, I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the owners of the Batting Cage, and each of their respective commissioners, directors, agents, and other employees, affiliates, 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 this activity or my use of the Batting Cage equipment or facilities.

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 the owners of the Batting Cage and each of the other parties listed above on the basis that such claim was expressly waived herein.

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

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_