



ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I hereby assume all of the risks utilizing the Racine Baseball Cooperative (RBC) Hitting Center located at 1500 High Street, Racine, WI 53404 which will be available _____ and at other specific dates and times to be determined by the Coaches, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, Covid-19 or any related illness or virus, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault for any reason whatsoever. Note that each participant must wear a mask, baseball pants and bring their own helmet. _____ (initial)

I certify that I am physically fit and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in any athletic training activities offered in this facility. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the organizers of any training in which I may participate and that it will govern my actions and responsibilities while training at the RBC Hitting Center.

In consideration of my application and permitting me to participate in this sports training, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from Racine Baseball Cooperative Hitting Center. THE FOLLOWING ENTITIES OR PERSONS: Racine Baseball Cooperative, and/or their coaches, agents, representatives or volunteers.

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of my participation in this Racine Cooperative Baseball training, whether caused by negligence or otherwise. I acknowledge that my participation in the Racine Cooperative Baseball training may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, Covid-19 and other illness, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, and lack of hydration.

I consent and agree that Racine Baseball Cooperative (RBC) and/or their coaches, agents, representatives or volunteers may take photographs or digital recordings of me as I participate during this event and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description text or commentary. I waive any rights, claims or interest and I understand that there will be no financial or other remuneration.

The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I SIGN IT ON MY OWN FREE WILL.

Print Participant's Name and age : _____ Phone #: _____

X _____ Date: _____ Age: _____

Signature (if under 18 years Parent or Guardian must also sign) Date _____

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The undersigned parent and or guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child's participation in training at the RBC Hitting Center, and has agreed individually and on behalf of the child, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Guardian's Name X _____ Guardian's
Signature/Date _____

Print Player's Name _____