

Waiver of Liability and Release for use of Facility("Release")

Participant Info (Please Print Legibly)

Last Name ("Participant")

First Name

Middle Initial

DOB

I hereby acknowledge and agree that participation in the batting cages, and related activities (the "Activities") within Practice Time Sports LLC ("Practice Time Sports"), a Sports Training Facility has inherent risks. In consideration of the services provided by Practice Time Sports, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf, I now agree and certify as follows:

1. I acknowledge and fully understand that I, the Participant (if Participant 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 bodily injury, permanent disability, paralysis and/or death ("Risks") 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.
2. I HEREBY ASSUME ALL OF THE RISK OF PARTICIPATING IN THE ACTIVITIES. My participating in this activity is purely voluntary and I elect, in spite of the Risks, to participate. I assume all the foregoing Risks and accept personal responsibility for the for losses, costs and damages I incur as a result of my participation in the Activities.
3. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE Practice Time Sports and each of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors, sponsors and agents, other batting cage participants, and if applicable, operator or lessors of premises used to conduct the event/activity (collectively the "Releasees"), from ALL LIABILITY, CLAIMS, DEMANDS, LOSSES OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE INCLUDING NEGLIGENCE RESCUE OPERATION AND I FURTHER AGREE that if, despite this WAIVER OF LIABILITY AND RELEASE FOR USE OF FACILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, and HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage or costs which may incur as a result of such claim.
4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the Activities, or alternatively I agree to bear the cost of such injury or damage myself. I further certify that I am qualified, in good health, and in proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.
5. I hereby certify that I am at least 18 years old, or the parent or legal guardian of the Participant under 18, and I agree I will wear a batting helmet at all times while in the batting cages. I hereby consent to receive medical treatment, which may be deemed advisable in the event of an injury, accident and/or illness during my participation in the Activities. For the sake of clarity, any decision or act by Practice Time Sports to provide, request, or otherwise induce the provision of any medical treatment to me as a result of any injury, accident, or illness during my participation in the Activities shall be covered by this Release.
6. I hereby certify that I have read and am familiar with the Rules & Regulations and will comply with the conditions set forth therein.
7. I understand that during my participation in the Activities, I may be photographed. I agree to allow my photo, video or film likeness, voice, or persona to be used for any legitimate purpose, including composite, for advertising or marketing for publication or any other lawful purposes by Practice Time Sports its assigns, licensees, and legal representatives without fee or royalty. I also waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IS ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant Signature or Parent/Guardian if Participant is under age 18

Signed _____

Print Name of Signatory _____

Relationship (If Participant is a minor) _____

Date _____

Rules & Regulations

General

- **All participants must sign a waiver prior to using the facility. This includes persons who are feeding machines or pitching. Participants under 18 must have parent/guardian sign the waiver form**
- **Anyone under the age of 14 must be accompanied and supervised by an adult (18 years and older). Practice Time Sports LLC personnel are not responsible for supervision of the participants in the facility.**
- No food or drink allowed on the turf
- Appropriate footwear must be worn while participating. No Metal Cleats allowed
- Spectators must stay outside the netted area
- No person under the influence of Drugs or Alcohol is permitted to use the facility
- Appropriate behavior is required at all times - Misconduct or failure to follow regulations may lead to removal from the facility. Adults are responsible for the actions of youths
- **CAUTION!** Injuries could result from the use of turf or equipment. Participants should assume the inherent risks of the sports being played. If participants have any questions about the use of facility equipment or the inherent risks associated with the use of these equipment, please ask Practice Time Sports LLC personnel before use

Batting Cages

- **ONLY individuals (14 years or older) or Practice Time Sports LLC personnel may operate the pitching machines. First time users must undergo a brief equipment orientation with staff**
- Batters must wear helmets at all times while in the batting cage
- Batters must provide their own feeders (for pitching machine), or soft pitch throwers
- Up to 3 batters can utilize a short cage (4 for full cage). When live/soft pitching, only the pitcher and batter can be in the cage.
- When operating pitching machine, or soft pitching, participant must stay behind the safety screen/L Screen
- Spectators and those not batting or pitching must stay outside the netted area (in the lobby area).
- The only people swinging a bat are those in the cages
- All equipment must be picked up and returned to their proper place after use
- Only Practice Time Sports LLC personnel are permitted to adjust pitching machines