



Address: 4025 Bach Buxton Rd., Batavia, OH 45103 • Phone: (513)-602-9649 • Email: TLMahon@fuse.net

Waiver of Liability and Release

PARTICIPANT'S NAME: _____ DATE OF BIRTH: _____

PARENT OR GUARDIAN'S NAME (If Participant is not at least 18 yrs. old):

Signature: _____

PHONE NUMBER: _____ ADDRESS: _____

I hereby acknowledge and agree that the use of the facilities at Over The Top Enterprises INC, including but not limited to the use of the batting cages (hereinafter "Activity") has inherent risks. In consideration of the services provided by Over The Top Enterprises Inc. and its members, officers, agents, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to collectively as "Over The Top Enterprises"), I now agree and certify as follows:

1. I acknowledge and fully understand that the above-named Participant will be engaging in activities that may involve risk of serious or permanent injury or death which might result not only from the Participant's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, the conditions of the premises, or the inherent danger of batting cages. Further, I acknowledge that there may be other risks not known or not reasonably foreseeable at this time, including but are not limited to: latent or apparent defects in Over The Top Enterprises' equipment or facilities; the acts of other participants or Over The Top Enterprises; the Participant's physical condition; the failure to follow the applicable rules; and the provision of emergency treatment or services.
2. I expressly agree and promise to accept full responsibility for, and to assume all the risks associated, with this Activity. 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 any damages that result from any injury or property damage.
3. I agree to indemnify, defend and hold harmless Over The Top Enterprises from any loss, damage, or injury which may result from the Participant's use of, or any activities at, Over The Top Enterprises. I further agree to release, acquit, waive and discharge Over The Top Enterprises of and from, and covenant not to sue Over The Top Enterprises for, any and all actions, claims, demands, or cause of action, of any nature, arising from or related to any damage, loss, or injury incurred on or to the Participant as a result of the Activity, or the use of or activities at, Over The Top Enterprises. This release of liability and indemnity applies to the Participant, the undersigned, if different from the Participant, as well as any of their personal representatives, assigns, heirs, or next of kin. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused: (a) solely by the negligence of Over The Top Enterprises; or (b) in part by the negligence of Over The Top Enterprises.
4. I hereby certify that I have adequate insurance to cover any injury or damage the Participant may cause or suffer while participating in this Activity or, alternatively, I agree to be personally liable for such injury or damage. I further certify that the Participant has no medical or physical conditions, which could interfere with his/her safety in this Activity and that I am willing to assume all the risk that may be created, directly or indirectly, by any such known or unknown condition.

5. I hereby certify that I am at least 18 years old, or the parent or legal guardian of the participant under age 18, and agree that the Participant will wear a batting helmet at all times while in the batting cages and that that I have been given the Rules & Regulations for batting cage use and will adhere to them. I hereby provide Over The Top Enterprises permission to administer basic first aid and I authorize Over The Top Enterprises to contact 911 or other emergency personnel, as needed.
6. I do hereby give Over The Top Enterprises, 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 publication or any other lawful purposes, and I waive any right to inspect or 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 as part of, or in conjunction with, this Activity a court of law may find me to have waived my right to maintain a lawsuit against Over The Top Enterprises for any claim from which I have release it herein.

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

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

Signature: _____

Print Name: _____ Date _____

Rules and Regulations:

- Youth under the age of 18 must be accompanied by an adult
- Adults are responsible for the actions of the youths in the batting cage. Misconduct will result in immediate termination of privileges
- Closed-toed shoes must be worn
- No cleats allowed
- Batters must wear helmets at all times while in the batting cage
- When pitching you must stand behind the safety net
- Spectators and those not batting or pitching need to stand outside of the netted area
- Please take practice pitches before inviting the batter into the cage.
- The only people swinging a bat are those in the cages

FEE MUST BE PAID AND WAIVER FORM MUST BE SIGNED BEFORE USING THE BATTING CAGES – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM