



Hensley Sports Performance
Waiver of Liability and Release for use of facility

Last Name	First Name	Middle Initial	DOB
Street Address	City	State	Zip
Phone Number:		Email Address:	

I hereby acknowledge and agree that participation in the indoor facility, within Hensley Sports Performance, a baseball and/or softball training facility has inherent risks. In consideration of the services provided by players of Hensley Sports Performance, and any participants, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to as players of Hensley Sports Performance) 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 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, that there may be other risks not known or not reasonable foreseeable at this time. 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 Hensley Sports Performance or other entity; acts of other participants in this activity, employees or agents of players of Hensley Sports Performance; my own physical condition, act of omissions; conditions of players and surrounding grounds or terrain and accidents connected 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 participating in this activity purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages 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 players of Hensley Sports Performance and each of their respective

commissioner, directors, agents, and other employees, its parents, subsidiaries, affiliate, employees, distributors, and agents, other batting cage participants, and if applicable, operator or lessor 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 sue of players paradise 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 conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risk that may be created, directly or indirectly, by any such conditions.

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 at all times while in the batting cages. I hereby provide Hensley Sports Performance permission to administer basic first aid and I authorize Hensley Sports Performance or 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 Hensley Sports Performance facility use and will adhere to them.

7. I do hereby give Hensley Sports Performance its assigns, licenses, 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 during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against Hensley Sports Performance 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 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 is

under age 18 _____

Additional Participants (ex: family, friends, catchers)

Print Name of Signatory _____

Date _____