



## **WAIVER AND RELEASE OF LIABILITY**

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

### **ACKNOWLEDGMENT OF RISKS:**

By signing below, I, the undersigned participant (or legal guardian of participant), acknowledge and understand that participation in sports, physical training, recreational activities, and facility use at Lab 405, including but not limited to batting cages, fielding/open training areas, or other equipment and amenities (collectively, the "Activities"), involves inherent risks of serious injury or death, including but not limited to: physical contact with equipment, falls, collisions, overexertion, equipment failure, and other known and unknown risks.

### **RELEASE AND WAIVER OF LIABILITY:**

In consideration of being permitted to enter and use Lab 405 facilities, I, on behalf of myself, my minor child(ren), personal representatives, heirs, next of kin, and assigns, do hereby knowingly, voluntarily, and irrevocably:

- Waive, release, and discharge KGA Investments LLC, d/b/a Lab 405, its owners, officers, employees, agents, contractors, affiliates, volunteers, and landlords (collectively, the "Released Parties") from any and all liability for any injury, illness, death, or loss of personal property that may occur while on premises or participating in Activities, whether arising from negligence, premises liability, equipment issues, or any other cause.
- Assume all risks of injury or death associated with the Activities, whether caused by the Released Parties or otherwise.
- Agree to indemnify and hold harmless the Released Parties from and against any claims, demands, damages, losses, or expenses (including attorney's fees) arising out of or resulting from my participation or presence at Lab 405.

### **MEDICAL AUTHORIZATION:**

I affirm that I am (or my child is) physically fit and free of known health conditions that would make participation dangerous. I am solely responsible for all medical costs or treatments arising from participation. I authorize Lab 405 to secure emergency medical treatment if necessary and agree to cover any associated costs.

**FACILITY RULES COMPLIANCE:**

I agree to comply with all posted rules, policies, and staff instructions. I understand that failure to do so may result in being asked to leave without refund and possible future suspension.

**MINOR PARTICIPANTS:**

If I am signing on behalf of a minor child, I affirm I am their legal guardian and have full authority to execute this waiver on their behalf. I understand this waiver applies fully to them as well.

**PHOTOGRAPHY AND MEDIA CONSENT:**

I grant permission for Lab 405 to use photos or videos of me or my child taken during Activities for promotional and marketing purposes, without compensation or further consent.

**LEGAL ACKNOWLEDGMENT:**

This Agreement shall be governed by the laws of the State of Oklahoma. If any portion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

**Participant / Guardian Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**If Participant is Under 18:**

**Minor's Name:** \_\_\_\_\_

**Minor's Date of Birth:** \_\_\_\_\_