

Group/Team/Parent Name: _____

Participant/Player Name (Print Please): _____

THE HIT FACTORY PARTICIPANT WAIVER FORM

Please read before signing. By signing this document, you acknowledge that you have read and understand all risks involved in sports related activity at this facility and further agree to participate at your own risk.

1. The undersigned Participant certifies that he/she is in good physical condition and able to participate in any sports training activities including, but not limited to, physical strain and exertion. Participant certifies, further that any and all information he/she provided to The Hit Factory is true, accurate and complete in all areas. **Initials** _____

2. Participant understands and agrees that there are risks involved in participating in any exercise and sports training activity in any capacity, including but not limited to; coaching, training, playing or spectator. Participant acknowledges and agrees that the use of the facilities at The Hit Factory naturally involves risk of injury to Participant and potentially others, whether caused by participant or anyone else, including without limitation, the risks inherent in use (or misuse) of sports and/or training equipment should participant elect to use such equipment. By requesting entry into The Hit Factory or enrolling in any group or individual training program at The Hit Factory, Participant voluntarily assumes all such risks. Participant agrees that to reduce the risk of injury, Participant shall comply with any and all rules of The Hit Factory, including without limitations any safety rules and the requirement that players who are batting shall wear age appropriate batting helmets approved by the batters league or by a recognized safety organization. Participant is aware that neither, The Hit Factory, nor any facility instructor, agent or employee provides medical advice or treatment, or medical or any other kind of insurance coverage, to Participant. **Initials** _____

3. Participant understands and agrees that The Hit Factory will not be liable for any claim relating to any injury, harm, loss or damage, including, without limitation, personal, bodily, or mental injury, economic loss or any damage to Participant, Participants spouse, Participants agents, guests, children, parents or other relatives, or any of their property, as applicable, resulting from the use of The Hit Factory Baseball and Softball facilities, unless such injury, harm, loss or damage was determined by a court of competent jurisdiction by final and non-appealable judgment to have been the direct result of the gross negligence or willful misconduct of The Hit Factory or any of its instructors, employees or agents. This limitation of liability applies to any and all (i) activities relating to indoor baseball/softball and/or sports training lessons, programs, games, practices, demonstrations, drills, batted or pitched balls, turf related activities, exercises required by instructors, coaches or trainers (ii) accidents, break-ins, vandalism, theft, or other activities at The Hit Factory, whether inside the facility or in the parking area, and (iii) any other activities and events of any kind occurring at The Hit Factory, whether inside the facility, or in the parking area (collectively, the "activities") **Initials** _____

4. Participant understands that The Hit Factory does not manufacture any of the sports training and/or fitness equipment at its facilities, but purchases or leases equipment from third parties. As such, Participant understands that The Hit Factory is providing recreational facility opportunities and related services only, does not make any representation or warranties of any kind as to products and equipment in the facility, and may not be held liable to the extent any such products or equipment are defective. **Initials** _____

5. Participant certifies that Participant, either personally or through Participants sports league, association, or through other means, has adequate insurance coverage with respect to any and all possible losses, claims, injuries, liability, damage, or other insurable event that could occur in connection with Participant's participation in any activities. **Initials** _____

6. Intending to be legally bound, Participant hereby, for Participant's self, and for Participant's heirs, agents, executors, and administrators, knowingly and voluntarily waives and, forever releases discharges The Hit Factory of and from, any and all rights and claims, whether known or unknown for damages Participant might accrue against The Hit Factory or it's owners, principals, officers, employees, or agents, any instructors of sports training classes, and any successors, representatives and assigns of the foregoing, for any and all injuries suffered by the Participant or damage to Participant's property, while participating in (or traveling to or from) any activities conducted at The Hit Factory, whether inside the facility or in the Parking area. **Initials** _____

Date

(Signature) Parent/Guardian/Coach (Required if Participant is under 18)

Cellular Telephone Number

Email Address

City of Residence

Street Address