



## GentleBrook Sportsplex

### Release & Waiver of Liability

#### **RELEASE & WAIVER:**

In consideration of being permitted to participate in any way with this Sports Training Facility, I for myself, my personal representatives, assigns, heirs, and next of kin:

- ☐ Acknowledge, agree and represent that I understand the nature of the activities, including, but not limited to, sport and/or batting cage activities, at this facility and that I am qualified and in proper physical condition to participate in such 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 activity.
- ☐ Fully understand that: (a) activities will be conducted in a closed structure and hazards are to be expected; (b) activities at this facility involved risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by my own actions or actions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of others; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and (d) I fully accept and assume all such risks and all the responsibility for losses, costs, and damages I incur as a result of my participation or that of a minor in the activity.
- ☐ I agree that prior to participation, I will inspect the equipment I am using and if I believe it to be unsafe, I will not use such equipment. I further agree to abide by the rules and regulations of events at this facility.
- ☐ Hereby release, discharge, and covenant not to sue the facility and those associated with it, its owners, lessors, officers, directors, employees, agents, volunteers, sponsors, advertisers, any involved public entity and those associated with it, administrators and/or other participants, etc. ("Releasees") FROM ANY AND 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 NEGLIGENT RESCUE OPERATIONS OR WHICH ARE IN ANY WAY ARISING FROM OR ATTRIBUTABLE TO MY PARTICIPATION IN ACTIVITY AT THIS FACILITY AND I FURTHER AGREE that if, despite this release and waiver of liability, 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, damages, or cost which may incur as the result of such claim.

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 if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

#### **MINOR RELEASE:**

I, the Minor's parent or legal guardian, have read, fully understand, and agree to the foregoing, understand the nature of the activities at this facility and the minor's experience and capabilities and believe the minor to be qualified, in good health and in proper physical condition to participate in such activity. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS OR WHICH ARE IN ANY WAY ARISING FROM OR ATTRIBUTABLE TO THE MINOR'S PARTICIPATION IN ACTIVITY AT THIS FACILITY. I, the undersigned parent or guardian do hereby grant authority to the staff at GentleBrook to render a judgement concerning medical assistance or hospital care in the event of an accident or illness during my absence. I do hereby authorize GentleBrook and its assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials. I am executing this agreement on behalf of a minor and accept all terms specified within this agreement.

Participant's Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

Participant's Team/Group/Organization Name: \_\_\_\_\_

(if applicable)

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



Parent/Legal Guardian's Name: \_\_\_\_\_

(if participant is under the age of 18 years old)

Parent/Legal Guardian's Signature: \_\_\_\_\_

(if participant is under the age of 18 years old)

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

**Participant Information:**

Participant Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact Number: (\_\_\_\_) \_\_\_\_\_

Home Phone Number: (\_\_\_\_) \_\_\_\_\_

Work Phone Number: (\_\_\_\_) \_\_\_\_\_

Two (2) additional Emergency Contacts are required for participation

Emergency Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Phone Number: (\_\_\_\_) \_\_\_\_\_