

Waiver of Liability and Release for use of Batting Cages

<i>Last Name</i>	<i>First Name</i>	<i>Middle Initial</i>	<i>DOB</i>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>
<i>Phone Number</i>		<i>Email</i>	

I hereby acknowledge and agree that participation in the batting cages within Austin's FEC, LLC dba Austin's Park n Pizza has inherent risks. In consideration of the services provided by Austin's FEC, LLC dba Austin's Park N Pizza, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to as Austin's Park) I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (if participants 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 Austin's Park or other entity; acts of other participants in this activity, employees or agents of Austin's Park; my own physical condition, acts of omissions; conditions of Austin's Park facility 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 is 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 Austin's Park and each of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors and agents, other batting cage participants, and if applicable, operator or lessors 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 use of Austin's Park 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 condition.
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 with facemask at all times while in the batting cages. I hereby provide Austin's Park permission to administer basic first aid and I authorize Austin's Park 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 batting cage use and will adhere to them.
7. I do hereby give Austin's Park 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 during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against Austin's Park 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 _____

Print Name of Signatory _____

Date _____

Batting Cage Rules

1. Batters **MUST** wear helmets inside tunnels at all times.
2. Only Austin's Park personnel are permitted to adjust pitching machines.
3. A waiver must be signed before use of any of the equipment by any user who is 18 years of age or older (Parent/guardian must sign for any minors).
4. Adults are responsible for the actions of the youth in the training area.
5. Misconduct will result in immediate termination of privileges. Horse- play/fooling around will not be tolerated.
6. No food or drink allowed in the batting areas.
7. All balls must be picked up and returned to their proper place after use.
8. Batters must wear appropriate shoes. (No Cleats)
9. No person under the influence of Drugs or Alcohol is permitted to use the batting cages.
10. Alert a staff member immediately if balls are throwing out of strike zone.
11. Balls may be pitched at any time. BE ALERT at all times.
12. No one under the age of 6 years old is permitted to use the pitching machines.
13. Anyone under the age of 16 must have adult supervision on site.
14. Helmets and bats must be provided by the user.
15. The only people swinging a bat are those inside the individual tunnels.
16. Do not throw balls back at pitching machines.
17. This is a family atmosphere; no profanity or vulgar language/gestures will be permitted.

CAUTION! Injuries could result from the use of these devices. Users should assume the inherent risks of batting baseballs and softballs. If users have any questions about the use of these devices or the inherent risks associated with the use of these devices, ask the attendant before using the batting cages.