

## WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in any of the athletic/sports programs, related events, and activities of **The Cage Batting Range**, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and assume full responsibility for my participation.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS The Cage Batting Range and 1707048 Alberta Ltd., their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, the owners and, if applicable, the lessors of premises used to conduct the event or activity (collectively, the "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property I may suffer, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I WILL GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X \_\_\_\_\_  
PARTICIPANT'S SIGNATURE

\_\_\_\_\_  
PARTICIPANT'S NAME

X \_\_\_\_\_  
WITNESS'S SIGNATURE

\_\_\_\_\_  
WITNESS'S NAME

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

Phone number: \_\_\_\_\_

### FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liability incident to my minor child's involvement or participation in these programs/activities as provided above.

X \_\_\_\_\_  
PARENT/GUARDIAN'S SIGNATURE

\_\_\_\_\_  
PARENT/GUARDIAN'S NAME

X \_\_\_\_\_  
WITNESS'S SIGNATURE

\_\_\_\_\_  
WITNESS'S NAME