

# BAT CAVE, LLC

## *Waiver of Liability and Release For Use of Batting Cages*

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

PHONE NUMBER: \_\_\_\_\_

CELL PHONE NUMBER: \_\_\_\_\_

PARENT OR GUARDIAN'S NAME: \_\_\_\_\_

(if applicable)

ADDRESS: \_\_\_\_\_

I, the undersigned Participant/parent or guardian of the Participant (if applicable), recognize and acknowledge that activities at the "Bat Cave LLC", which includes two indoor batting cages with pitching machines and an outdoor pitching mound, located at 3145 E Kleindale Road, Tucson, Arizona, involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result from Participant action, inaction, negligence of others, rules of play, or the condition of the premises or any equipment used thereon. Further, I understand that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by the undersigned Participant/parent or guardian of the Participant. In my absence, I authorize the instructor, coach or owner of Bat Cave, LLC to call for emergency rescue services for *(child's name)* \_\_\_\_\_ should such be necessary in the case of injury or suspected injury, or during the times that the above named individual is participating in an activity at the Bat Cave. I authorize the attending physician at the hospital to administer necessary emergency medical care to the above individual upon arrival at the hospital. I will accept responsibility for the payment of any and all treatment provided therein including emergency rescue services.

I certify that the above named Participant is capable of participating safely in the activities at the Bat Cave. I understand that the owners, members, officers, employees, agents and other representatives of the Bat Cave do not provide accident, health, or life insurance coverage for the above named Participant during program participation. I further understand that I am legally responsible for actions of the above named individual including, but not limited to, any damage to private or public property. I am legally responsible for my own and/or my child's welfare and actions including personal needs and medical expenses. I agree to indemnify and hold the owners, members, officers, employees, agents and other representatives of the Bat Cave harmless from and against any loss, damage, or injury which may result from me or my child's participation in activities at the Bat Cave. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of the owners, members, officers, employees, agents and other representatives of the Bat Cave. I further agree to release, waive and discharge, and covenant not to sue the owners, members, officers, employees, agents and other representatives of the Bat Cave for any claims, demands, or actions whatsoever arising out of any damage, loss, or injury incurred on or to me or my child as a result of my participation or my child's participation in activities at the Bat Cave. This release of liability and indemnity applies to me, the undersigned, or my child, as well as any personal representatives, successors, assigns, heirs and next of kin.

***I have read and fully understand the effect of the relinquishment of the rights that I hereby waive. Additionally, I have read and fully understand the Batting Cage Rules and Regulations.***

Signature \_\_\_\_\_ Date \_\_\_\_\_