



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

Organization Name: \_\_\_\_\_

## Participation and Liability Waiver

***Please read carefully. By signing this document, you forfeit any and all legal rights.***

The undersigned ("Participant") Participant certifies that the participant is in good physical condition and able to participate in sports training activities including, but not limited to, physical strain and exertion. Participant certifies, further, that any and all information Participant has provided to The Sports Academy is accurate and complete.

The participant understands and agrees that there are risks involved in participating in any exercise and sports training activities, whether as a coach, trainer, or player. Participant acknowledges that the use of the facilities or any of its outdoor affiliate facilities at The Sports Academy naturally involves risk of injury to the Participant, and potentially others, whether caused by Participant or someone else, including without limitation the risks inherent in use (or misuse) of sports and training equipment should Participant elect to use such equipment. By requesting entry into The Sports Academy or enrolling in any group or individual training program at the facility, the Participant voluntarily assumes all such risks. Participant agrees that to reduce the risk of injury, Participant shall comply with any and all safety rules of The Sports Academy, including without limitation the requirement that players who are batting shall wear age-appropriate batting helmets approved by the batter's league or by a recognized safety organization. The participant is aware that neither The Sports Academy, nor any instructor or employee provides medical advice or treatment, or medical, or any other kind of insurance, to participants. In addition, Participant acknowledges that the Participant may have access to The Sports Academy at such times in which no staff is present at the outside venue(s) or facilities.

Participant understands and agrees that The Sports Academy will not be liable for any injury including, without initiation, personal, bodily or mental injury, economic loss or any damage to Participant, Participant's spouse, guests, children, parents, or other relatives, as applicable, resulting from the participation in a tournament hosted by The Sports Academy, unless such injury, loss or damage was solely the result of gross negligence or intentional misconduct of The Sports Academy or its duly authorized representative. This limitation of liability applies to any and all (i) activities relating to indoor baseball and sports training lessons, programs, outdoor tournaments, games, practices, demonstrations, drills, batted or pitched balls, turf-related activities, exercises required by coaches or trainers, (ii) accidents, break-ins, vandalism, theft, or other activities, whether inside the facility or in the parking lot, and (iii) other activities and events of any kind occurring while participating with The Sports Academy (collectively, the "Activities").

The Participant understands that The Sports Academy 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, the participant understands that The Sports Academy is providing recreational indoor/outdoor facility opportunities, and related services only, does not make warranties of any kind as to products and equipment in the facility, and may not be held liable for any such defective products or equipment.

Participant certifies that Participant, either personally or through Participant's 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(s) that could occur in connection with Participant's participation in any Activities.

Intending to be legally bound, Participant hereby, for Participant's self, and for Participant's heirs, executors and administrators, waives and releases all rights and claims for damages Participant might accrue against The Sports Academy, or its 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 Participant, or damage to Participant's property, while participating in (or traveling to or from) any Activities conducted at The Sports Academy.

DATE: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Participants Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

(Required if Participant is Under 18)

Emergency Contact Name/Info: \_\_\_\_\_