

WAIVER AND RELEASE

Waiver and Release by Parent/ Legal Guardian of Minor Player From Liability For Strike Zone LLC.

I _____ (Parent/Guardian) on behalf of _____ (hereinafter referred to as "MINOR") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Strike Zone, LLC and its partners, coaches, trainers, instructors, agents, teachers, trustees, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or MINOR ever had or may have, arising from or in any way related to MINOR'S participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Strike Zone, LLC provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities that said MINOR will participate in are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. MINOR has the necessary and requisite skills to participate in all facets of, and activities of and requested of this facility.

By this Waiver, I, on behalf of said MINOR, assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Strike Zone, LLC, including but not limited to using the facility and its equipment in any manner, form or fashion, and practicing and/or engaging in any aerobic activity or action sports activities, events or other related activities on and off the premises.

MINOR is voluntarily participating in Strike Zone, LLC's programs, workouts, demonstrations, group screenings, and/or performance training sessions at any of our locations. If MINOR experiences any of the following during these activities, I agree to inform a trainer member immediately and MINOR will discontinue the activity: convulsion, eye or muscle twitch, loss of awareness, involuntary movements, disorientation or dizziness. If MINOR has had a black-out, seizure, or concussion of any sort, inform a trainer. In the event of such a disclosure, Strike Zone, LLC may in its discretion determine that MINOR is ineligible to participate in certain training activities.

In the event of an emergency and in the event that I cannot be reached, I hereby give permission to Strike Zone, LLC to secure emergency transportation, including hospitalization, at my expense, to any hospital, and to authorize treatment of MINOR.

I understand that if MINOR or PARENT/LEGAL GUARDIAN fails to follow the conduct policy, uses inappropriate language or displays inappropriate behavior, as determined by Strike Zone, LLC, MINOR OR PARENT/ LEGAL GUARDIAN may be dismissed from the lesson, camp, clinic or program permanently or temporarily, with no refund.

Strike Zone, LLC does not assume responsibility for any lost or stolen personal property/ equipment.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE.

The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of, Strike Zone, LLC whether by agreement, by operation of law, or otherwise.

CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

Minor's Signature: _____

Date: _____

Parent's or Legal Guardian's Signature: _____

Date: _____

Phone: _____

Emergency Contact: _____ Phone: _____