

THE YARD

BASEBALL AND SOFTBALL TRAINING FACILITY

Waiver of Liability and Release for use of the Facility

Participant or Parent/Guardian if participant is under age 18		
Last Name:	First Name:	
Minor Participant Last Name:	First Name:	Middle:
DOB:		
Street Address:		
City:	State:	Zip:
Phone Number:	Email:	

I hereby acknowledge and agree that participation in The Yard facility within DESH Athletics LLC, a Baseball and Softball Training Facility has inherent risks. In consideration of the services provided by The Yard Baseball and Softball training facility, their agents, officers, participants, employees and all persons or entities in any capacity on their behalf (hereinafter referred to THE YARD) **I know agree and certify as follows by INTIALLING:**

___1. I acknowledge and fully understand that I, _____, the participant (if participants is 18 years of age or older) or parents/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 accounts, inaction, or negligence, but from actions, inactions, or negligence 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 THE YARD or other entity; acts of other participants in this activity, employees or agents of THE YARD; my own physical condition, acts of omissions; conditions of THE YARD Baseball and Softball Training 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, accompanying friends, assigns, personal representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless THE YARD Baseball and Softball Training Facility and each of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors and agents, other accompanying participants, and if applicable, operator of lessors of premises used to conduct the event/activity, from any and all

liability for any and all claims, demands of cause of action which are in any way connected with my participation in this activity or my use of THE YARD Baseball and Softball Training Facility.

___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 cost 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 at all time while in the batting cages. I hereby certify that each weight room participant will always have a spotter when lifting weights. I hereby provide THE YARD permission to administer basic first aid and I authorize THE YARD 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 and Regulations for the facility and will adhere to them.

___7. I do hereby give THE YARD 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 wave any right to inspect or approve the finished product, including written copy, internet, etc., which maybe 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 THE YARD Baseball and Softball Training Facility 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 AGREE TO BE BOUND BY ITS TERMS.

Participant or Parent/Guardian if participant is under age 18:

Legal Signature of Adult Participant or Parent/Guardian if a minor participant(s):

Printed Name: _____ Signature: _____

Date: _____