

Batter's Box Sports Academy

Agreement to Participate With Waiver and Release Liability

Disclaimer: The Shamrock Baseball Academy, LLC, d.b.a Batter's Box Sports Academy is not responsible for any injury (or loss or property) suffered by any person while playing, practicing, or engaging in any activity whatsoever at their facility located at 37D Kanen Lane in Middletown, NJ. This includes ordinary negligence on the part of the Batter's Box Sports Academy, it's agents, employees, sponsors, volunteers, owners, and all other that are involved.

In consideration of my being allowed to participate in the Batter's Box Sports Academy programs and activities, I hereby release and covenant not to sue Batter's Box Sports Academy or any of their employees, instructors and agents for any and all present and future claims resulting from ordinary negligence on the part of Batter's Box Sports Academy or others listed for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in Batter's Box Sports Academy programs and the activities incidental thereto, whatever, whenever or however same may occur. I hereby voluntarily waive any and all claims that may be made by me, my family, estate, heirs, or assigns resulting from ordinary negligence, both present and future.

Further, I am aware that baseball is a vigorous team sport that at times involves severe cardiovascular stress and violent physical contact. I understand that baseball involves certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, and injury to virtually all bones, joints, muscles and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury.

I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of the state of New Jersey and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect. I affirm that I have read and fully understand the content of the attached Batter's Box Sports Academy Agreement to Participate with Waiver and Release Liability and am freely signing this agreement, and that I am giving up my legal rights and/or remedies which may be available to me for the ordinary negligence of Batter's Box Sports Academy or any parties listed above.

For parents/guardians of participants of minority

This is to certify that I, as parent/guardian for this Participant, have indeed read the Agreement to Participate With Waiver and Release Liability and I agree, for myself, my heirs, and assigns, to release and hold harmless and waive subrogation to Batter's Box Sports Academy and all others from any and all liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, even if arising from ordinary negligence, to the fullest extent permitted by law.

I further agree to instruct my child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If they behave in such a way that is not in compliance with the terms and conditions for participation in the program or activity, they are subject to removal from the program or activity.

Student name _____

Parent/Guardian Signature _____ Date _____