



## Batting Cage Release Form Minor Child

1. The pursuit of any athletic activity includes a certain amount of risk, including injury or even death. Regardless of rules, regulations and safety measures taken, from time to time in the course of human athletic endeavor, extraordinary and totally unforeseen events and subsequent injuries do, even though rarely, sometimes occur. When participating in baseball/softball, and specifically using batting cages for these sports, minor injuries may include, cuts, abrasions, dislocations of fingers or shoulders, bruises, sprains or even broken bones. Rarely, an individual may be struck by a ball either from the pitching machine, or off another player's bat. In such cases, very serious injury or even death could occur. These are only examples. Certainly other accidents and injuries could occur.
2. I fully realize the above described dangers of participation in batting cage activity, and fully assume all risks on behalf of the minor child for whom I am responsible.
3. I hereby waive, release, and discharge myself, my heirs, executors, administrators, legal representatives, assigns, and successors in interest, any and all rights and claims which I have or which may hereafter accrue to me against SNAPPY SPORT SENTER, INC. or its owners, officers, board members, employees, volunteer assistants or any other persons associated with SNAPPY SPORT SENTER, INC., as the result of any activity engaged in or any injury sustained by my minor child.
4. I agree that it is my sole responsibility to be familiar with the activity engaged in by my minor child as he or she participates in batting cage use. I accept responsibility for the condition and adequacy of the equipment used by my minor child. I will ensure that my minor child understands the instructions and safety precautions employed during his or her batting cage activity. I will ensure that my minor child will wear a batting helmet at all times when within any batting cage.
5. I hereby certify that my minor child has no physical or mental condition that, to my knowledge, would endanger him or herself or others as a result of his or her participation in batting cage use.
6. I agree, for myself and my successors, that the above representations are contractually binding, are not mere recitals and that should I or my successors assert my claim in contravention of this agreement, I or my successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending, unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence.
7. This agreement may not be modified orally but only in writing, at which time the original agreement shall be placed in the full custody and possession of the grantor for removal from the files of SNAPPY SPORT SENTER, INC. At this time, all privileges for batting cage use by my minor child will be revoked.

**PARENT OR GUARDIAN of a minor:** I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in batting cage activity and further agree, individually and on behalf of my child or ward to the terms above:

\_\_\_\_\_  
Printed Name of Minor Child

\_\_\_\_\_  
Printed Name of Parent or Guardian

\_\_\_\_\_  
Whom to Notify In Case of Emergency

\_\_\_\_\_  
Address of Grantor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

Phone \_\_\_\_\_