

BATCAVE PLAYER LLC PARENTAL WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT FORM

I, the undersigned, parent or legal guardian of the minor child named below ("My Child") do hereby give my full consent and approval for My Child to participate in baseball/softball practice activities at the Practice Facility of Bat Cave Player, LLC located at 3845 W. National Road, Springfield, Ohio (The Practice Facility).

I further understand that there are certain risks of damages and injuries, including death, inherent in the practice of the play of baseball/softball as well in participating in such activities incidental to My Child's participation in practice at the Practice Facility, and I am willing to assume those risks on behalf of My Child. These assumed risks include, but are not limited to, those hazards associated with participating in baseball/softball practice and related activities in the Practice Facility including, but not necessarily limited to, playing conditions, equipment and interacting with other participants.

I further understand that the very nature of the game of baseball/softball is hazardous and risky, including, but not necessarily limited to, the acts of pitching, throwing, fielding and catching the ball, swinging the bat, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to My Child and to the other players. Further, I agree that in consideration of the right to allow and permission for My Child to practice baseball/softball in the Practice Facility:

1. On behalf of My Child and myself, I voluntarily elect to accept and solely assume all risks of injury incurred or suffered by My Child (a) while practicing baseball/softball in the Practice Facility; or (b) while serving in a non-playing or practicing capacity or observer during such practice or play by other players and (c) while on or upon the Practice Facility.
2. In addition to giving full consent for My Child's participation, I hereby waive, release, discharge and agree not to sue the owners, lessee or operator of the Practice Facility or their respective officers, employees, agents, servants or any person or entity connected with them for any claim, damages, costs, including attorney fees, or cause of action which I or My Child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by My Child from whatever cause including, but not necessarily limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.
3. I hereby further certify that My Child is fully capable of participating in practicing baseball/softball at the Practice Facility and that My Child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in those activities.
4. I further agree on behalf of myself and My Child to hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs, including attorney fees, and causes of action which may arise from any cause whatsoever made me or by, through or on behalf of My Child even if the damages, injuries or death are caused in full or in part by any of the persons or entities hereby released.
5. I further acknowledge that I have read and understand each and every one of the above provisions of this Waiver, Release of Liability and Indemnification Agreement and agree to abide by them.

Parent Signature

Printed name of Child/Date of birth

Printed name of Parent

Child's Team

Address of Parent

Child's Head Coach

Phone # of Parent

Email of Parent

Date