

# Release of Liability, waiver of claims, and assumption of risk Agreement

## Release of Liability/Waiver of Claims:

In order to participate at the baseball/softball facility known as **Diamond Dreams Batting Center**, I do hereby assume full responsibility for any and all damages, injuries, or losses that I may sustain or incur while attending or participating in any center program, sport, or physical activity. For allowing me to use the Diamond Dreams Batting Center I agree, to the fullest extent permitted by law, as follows,

1. To waive all claims that I have or may have against Diamond Dreams Batting Center, it's members, managers, employees, volunteers arising out of my use of the center.
2. To release Diamond Dreams Batting Center, it's members, staff, employees, and volunteers from any liability or any loss, damage, or injury or expense that I , or my child, may suffer, arising out of the use of the training center.

## ASSUMPTION OF RISK:

I am aware that there are certain inherent risks, dangers, and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of Diamond Dreams Batting Center.

I certify that I am in good physical condition and have no known disabilities that might be detrimental to my health and well being.

**I HAVE READ AND UNDERSTAND THE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Parent or Guardian **MUST** sign if participant is under 18.

Participant name:

\_\_\_\_\_

Participant signature:

\_\_\_\_\_

Parent/Guardian name:

\_\_\_\_\_

Parent/Guardian Signature:

\_\_\_\_\_

Phone number: \_\_\_\_\_

Participant DOB: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

## Photography Consent

I hereby grant permission to Diamond Dreams Batting Center to use my photograph and my name (if necessary) and/or my child's photograph and name (if necessary) in any publication or advertising materials (printed or electronic). This consent also serves to waive all rights of privacy or compensation which I may have in connection with the use of my photograph and/or name or my child's photograph and/or name.

Initial one option

\_\_\_\_\_ Photo Permission Granted

\_\_\_\_\_ Photo Permission Denied