



Waiver, Release, Identification and Hold Harmless Agreement

In consideration of participating in all activities related in the use of the **theCAGES412** Facilities, located at 500 Huntington Ave, Emsworth, PA 15202 and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence **theCAGES412** and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself, my Team, each player/participant, coaches, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I/We acknowledge that all sports involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises, and other participants, or structures like walls and equipment, or caused by slippery, sticky or uneven playing surfaces; medical conditions resulting from physical activity; and damaged clothing or other property. I/We understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity and Facility.
2. I/We acknowledge that we are required to provide adequate adult supervision/coaches during the entire time the Team/Organization is using the Facility. **theCAGES412** will not provide coaches/staff. I/We also will provide all necessary safety precautions, including but not limited to, wearing Batting helmets while in the Cage, Hitting, Pitching to hitters, or feeding the pitching machine.
3. I/We expressly accept and assume all of the risks inherent in this activity and use of the Facility or that might have been caused by the negligence of the releases. Our participation in this use of the Facility and activity is purely voluntary and I/We elect to participate despite the risks. In addition, if at any time I/We believe that event conditions are unsafe or that I/We are unable to participate due to physical or medical conditions, then I/we will immediately discontinue participation and use of the Facility.
4. I/We hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless releases from any and all claims, demands, or causes of actions which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not

apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I/We agree to indemnify and hold them harmless for all such fees and costs.

5. I/We represent that I/We have adequate insurance to cover any injury and/or damage I/We may suffer or cause while participating/using the Facility in this activity, or else I/We agree to bear the costs of such injury and/or damage. I/We further represent that there is no medical or physical condition which could interfere with our safety in this activity/use of the Facility, or else we are willing to assume and bear the costs of- all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I/We file a lawsuit, I/We agree to do so solely in the state (Pennsylvania) where Releasees' facility is located, and I/We further agree that the substantive law of that state shall apply.
7. I/We agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Waiver/Disclaimer:

As the Coach/Adult Supervisor of the Team, I, _____ agree that we will abide by the rules & regulations set forth by **theCAGES412** & its owners. We also understand and agree that the activity for which the facility is being utilized for is a physical activity and **certify that ALL participants are fully insured in case of injury and that all participants will participate at their own risk.** I hereby release, discharge and hold harmless **theCAGES412**, Owners, staff, and Facility against any claim by or on behalf of any of the participants as a result of their participation/use of the Facility.

I also assume all responsibility for damages caused by our Team/Participants/Coaches/ etc. that result during our use of the Facility.

By signing this document, I/We agree that if I/We are hurt or property is damaged during our use/participation at the Facility, then I/We will have waived my/our right to maintain a lawsuit against the parties being released on a basis of any claim of negligence.

I/We have had sufficient time to read this entire document and I/we understand and agree to be bound by its terms.

TEAM/Organization name: _____

Print Name (Coach/Adult Supervisor): _____

Signature and date _____

Email _____ **Cell Phone** _____

Address _____ **City** _____ **State** _____ **Zip** _____



Name of Group/Organization: _____

By signing below, I/We agree to the terms of this waiver and release:

Name of Coach/Adult providing Supervision: _____

Coach/Supervisor (Signature): _____

Name of Participant (Print)	Name: Parent/Guardian (Print)	Signature of Parent (Or Participant if over age of 18)	Date
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Name of Participant (Print)	Name: Parent/Guardian (Print)	Signature of Parent (Or Participant if over age of 18)	Date
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			



Name of Participant (Print)	Name: Parent/Guardian (Print)	Signature of Parent (Or Participant if over age of 18)	Date
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			

***** No Person is permitted to participate without authorizing/signing the Waiver*****