



## Waiver of Liability and Release for Sorcerer Softball

<b>Participant or Parent/Guardian if participant is under age 18</b> <b>Last Name:</b> _____ <b>First Name:</b> _____		
<b>Minor Participant Last Name:</b> _____ <b>DOB:</b> _____	<b>First Name:</b> _____	<b>Middle:</b> _____
<b>Street Address:</b> _____		
<b>City:</b> _____	<b>State:</b> _____	<b>Zip:</b> _____
<b>Phone Number:</b> _____	<b>Email:</b> _____	

I hereby acknowledge and agree that participation in softball training, practice and game activities has inherent risks. In consideration of the services provided by Sorcerer Softball, their agents, officers, participants and all persons or entities in any capacity on their behalf (hereinafter referred to Sorcerer Softball) **I know agree and certify as follows by INTIALLING:**

\_\_\_\_ 1. I acknowledge and fully understand that I, \_\_\_\_\_, the participant (if participants is 18 years of age or older) or parents/legal guardian of the above listed minor participant, will be engaging in activities that may involve risk of serious injury which might result not only from my own accounts, inaction, or negligence, but from actions, inactions, or negligence or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonable foreseeable at this time. The risks may include, but are not limited to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by SORCERER SOFTBALL or other entity; acts of other participants in this activity, employees, or agents of SORCERER SOFTBALL; my own physical condition, acts of omissions; conditions of SORCERER SOFTBALL facilities used, and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.

\_\_\_\_ 2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury.

\_\_\_\_ 3. On behalf of myself, my children, my parents, my heirs, accompanying friends, assigns, personal representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless SORCERER SOFTBALL and each of their respective commissioner, directors, agents, its parent, subsidiaries, affiliate, employees, distributors and agents, other accompanying participants, and if applicable, operator of lessors of premises used to conduct the event/activity, from any and all liability for any and all claims, demands of cause of action which are in any way connected with my participation in softball activities.

\_\_\_4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities or alternatively I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the cost of all risk that may be created, directly or indirectly, by any such condition.

\_\_\_5. I hereby certify that I am at least 18 years old, or the part or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all time while in the batting cages. I hereby certify that each weight room participant will always have a spotter when lifting weights. I hereby provide THE YARD permission to administer basic first aid and I authorize SORCERER SOFTBALL or its agents or employees to contact 911 or other emergency personnel as needed.

\_\_\_6. I do hereby give THE YARD its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I wave any right to inspect or approve the finished product, including written copy, internet, etc., which maybe created in connection therewith.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against SORCERER SOFTBALL and each of the parties listed in paragraph 3 above on the basis of any claim from which I have release them herein.

**I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND AGREE TO BE BOUND BY ITS TERMS.**

**Participant or Parent/Guardian if participant is under age 18:**

Legal Signature of Adult Participant or Parent/Guardian if a minor participant(s):

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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