



SwingAwayUSA Batting Cages, LLC
Recreational Activity Release of Liability, Waiver of Claims,
Express Assumption of Risk and Indemnity Agreement.

RISK FACTORS. The undersigned understands and acknowledges that the participation in any athletic or sports activity can involve serious injury. Such injuries may include cuts, bruises, muscle strain, bone fractures, dislocation, head injuries, paralysis, catastrophic injury or even death, Such injuries can impair one's general physical health or mental health and hinder one's ability to earn a living, engage in other business, social and recreational activities, and generally to enjoy life. Use of equipment, facilities and services provided or sponsored by SwingAwayUSA may result in injury. Training, practicing, warm-ups, drills, exercises, games, playing techniques taught, teaching methods employed or the administration or unavailability of emergency care may result in serious injury or death. ALL SwingAwayUSA ACTIVITIES INVOLVE THE RISK OF SERIOUS INJURY OR DEATH.

ASSUMPTION OF RISK. The undersigned ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES. THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE ADMINISTRATION OR UNAVAILABILITY OF EMERGENCY CARE.

ACKNOWLEDGMENT OF POLICES AND PROCEDURES. The undersigned acknowledges reading and knowing all of the policies and procedures relating to the activities, facilities, and/or equipment and agrees to follow the safe and proper use of the facilities, equipment or participation in the activity for their own safety and the safety of others.

PREREQUISITE SKILLS AND TRAINING. The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training is necessary to properly use the equipment, facility or to participate in the activity itself, then they shall direct such questions to the appropriate staff member on site before engaging in any activity or using any equipment.

RELEASE. The undersigned RELEASES SwingAwayUSA Mobile Batting Cages, LLC, it's officers, directors, shareholders, coaches, trainers, employees, and agents of any kind as well as any Auxiliary Organization from any and all liability on account of or in conjunction with any claims, causes or action, injuries, damages, expenses, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or fault of SwingAwayUSA Mobile Batting Cages, LLC, it's officers, directors, shareholder, coaches, trainers, employees and agents of any kind, or others using the facilities of SwingAwayUSA Mobile Batting Cages, LLC.

INDEMNIFY AND DEFEND. The undersigned agrees to indemnify and defend SwingAwayUSA Mobile Batting Cages, LLC, it's officers, directors, shareholders, coaches, trainers, employees, and agents of any kind as well as any Auxiliary Organization and hold them harmless from any and all claims, causes of action, damage, judgments, cost or expenses, including attorney fees which in any way arise from any activity or this agreement which include but are not limited to damages to or destruction of any property of SwingAwayUSA, or others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of SwingAwayUSA, the undersigned or anyone else.

PAY. The undersigned agrees to pay for any and all damages to any property owned by SwingAwayUSA Mobile Batting Cages, LLC, caused by the undersigned either negligently, willfully, or otherwise.

REPRESENTATIVES. The undersigned enters into this agreement for himself/herself, his/her heirs, assigns, children and dependants.

EMERGENCY TREATMENT CONSENT. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

INSURANCE. The undersigned understands that the SwingAwayUSA Mobile Batting Cages, LLC, does not carry participant insurance. The undersigned is encouraged to have a physical examination and to purchase health insurance prior to any and all participation.

Signature of Parent or Adult Legal Guardian

Print Name of Parent or Legal Guardian

DD/MMM/YY

Signature of Participant

Print Name of Participant

PHOTO RELEASE

- I authorize SwingAwayUSA, to use photographs / video of my child while participating in SwingAwayUSA activities for publications (such as flyers, display boards, in-house T.V.) and on SwingAwayUSA websites.
I waive any right to inspect and/or approve the finished photograph / video or the use to which it may be applied, whether that use is known to me or unknown.
I reserve the right to withdraw photograph / video at anytime.
I am knowingly and voluntarily executing this release without compensation to myself.
I refuse the release of any photograph / video taken of my child. Initial

ACKNOWLEDGEMENT. BY SIGNING THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ITS CONTENT AND I AGREE AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND CHOOSE TO PARTICIPATE OR PERMIT MY CHILD TO PARTICIPATE IN SWINGAWAYUSA ACTIVITIES AND PROGRAMS, FREELY AND VOLUNTARILY. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature of Parent or Adult Legal Guardian

Print Name of Parent or Legal Guardian

DD/MMM/YY