

BERKELEY TOWNSHIP SCHOOL DISTRICT

Waiver of Liability and Release for Use of Batting Cages

For Team Registration: Coach's Name: _____

Team Name: _____

For Individual Registration: Parent/Guardian Name: _____

Child's Name: _____

If I am registering for a team, I certify and acknowledge that this applies to all members of the team that I am registering.

I hereby acknowledge and agree that use of the batting cages located at the Berkeley Township Elementary School has inherent risks. In consideration of the use provided by Berkeley Township School District, their employees, and all persons acting in any capacity on their behalf I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the coach or parent/legal guardian of the above listed team or individual minor participant, will be engaging in activities that may involve risk of serious injury which might result not only from my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably 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 the Berkeley Township School District; acts of other participants in this activity, employees of the Berkeley Township School District; my own physical condition, acts or omissions; conditions of the Berkeley Township School District facility 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, assigns, personal representatives I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the Berkeley Township School District and each of their respective employees, other batting cage participants, and, if applicable, operator or lessors of premises used to conduct the event/activity, from any and all liability for any and all claims, demands of causes of action

which are in any way connected with my participation in this activity or my use of the Berkeley Township School District equipment or facilities.

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 costs 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 costs of all risks that may be created, directly or indirectly, by any such condition.

5. I hereby certify that I have been given, read and, am familiar with the batting cage rules and regulations and will comply with conditions set forth therein.

6. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I agree I will wear a helmet at all times while in the batting cages. I hereby provide the Berkeley Township School District permission to administer basic First Aid and I authorize its agents or employees to contact 911 or other emergency personnel as needed.

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 the Berkeley Township School District, and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

IF I AM REGISTERING FOR A TEAM I ACKNOWLEDGE THAT I HAVE RECEIVED THE EXPRESS CONSENT FROM THE PARENT/LEGAL GUARDIAN OF ALL TEAM MEMBERS WHO WILL BE PARTICIPATING IN THE USE OF THE FACILITY.

Coach or Parent/Guardian:

Print Name and relationship of Signatory

Date _____

