

# Momentum Sports Academy Waiver/Registration

Participant's Name(s):

1. \_\_\_\_\_ 2. \_\_\_\_\_  
3. \_\_\_\_\_ 4. \_\_\_\_\_  
5. \_\_\_\_\_ 6. \_\_\_\_\_

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way in Momentum Sports Academy facility activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. FULLY UNDERSTAND THAT: (a) MOMENTUM SPORTS ACADEMY ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE MOMENTUM SPORTS ACADEMY, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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 AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

## MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF MOMENTUM SPORTS ACADEMY ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

## CANCELLATION POLICY

I also understand that MOMENTUM SPORTS ACADEMY does enforce a cancellation policy. You need to have at least 24 hours notification of cancellation to get a full refund on all BATTING CAGE RENTALS, ANY AND ALL PRIVATE TRAINING SESSIONS, BOOT CAMPS, ETC. If you do not give 24 hour notice, fees will be collected for these services at full rate. You will be refunded completely if given over 24 hour notice.

## Facility Rules

No running, Use of bats, or use of baseballs/softballs is allowed outside of the cages.

No horseplay allowed in all areas.

Absolutely no food or drinks on the turf or bleacher areas. Food and drinks are only allowed in the open concrete lounge areas.

No sunflower seeds or gum in the facility.

Participants, family members, etc. are not allowed in the following areas:

- Kitchen
- Tan room
- Staff lounge
- Behind cages
- On turf (without prior payment and use of adult supervision)
- Equipment areas
- On/around stair case and second story
- Any room marked for "employees only"

\*Cages, Turf, etc. may only be occupied by those who have previously rented the areas. We ask all others who are not participating to wait in the bleacher area and kid zone.

There should be no toys outside of the Kid Zone. In addition, no jumping over the Kid Zone fence.

Any behavior that is considered dangerous or distracting to those participating in lessons, classes, or rentals will result in one warning. If the behavior continues, the person(s) will be asked to vacate the facility by an MSA staff member.

Unattended children will receive one warning upon distracting/dangerous behavior. If the behavior continues, the child can and will be asked to vacate the facility. This is a sports facility, not a playground. MSA owners and staff members are not responsible for child-care.

# Cage Rules

Absolutely no gum or sunflower seeds allowed.

No discouraging or vulgar language will be tolerated.

Helmets must be worn inside the cages during batting training of any kind.

No more than 5 participants allowed in cages at all times (Ex: 1 coach, 4 players). Outside buckets are allowed in the cages, but cannot be used in concurrence with MSA buckets of balls.

The participants of each cage rental must begin picking up the cage at least 5 minutes prior to their ending time- The participants will be charged accordingly for staying in the cages past their rental time.

All cage rentals must be paid for in advance.

Only dimple balls can be used in MSA pitching machines.

**\*\*MSA's goal is to provide a safe and structured environment for our clients and staff. These rules must be obeyed in order to achieve this goal. If under any circumstances these rules are not followed, you and your family will be asked to leave the facility.\*\***

\_\_\_\_\_  
Print Name (Family Guardian)

\_\_\_\_\_  
Signature (Family Guardian)

\_\_\_\_\_  
Date