BLAST BARN LLC/NAVIGATORS TRAVEL BALL

BATTING CAGE LIABILITY WAIVER, RELEASE, AND ASSUMPTION OF RISK

I hereby acknowledge and agree that participation in the batting cages and related activities at **Blast Barn LLC/Navigators Travel Ball, a Baseball and Softball Training Facility**, involves inherent risks. In consideration for being permitted to participate in activities and use the facilities and equipment provided by Blast Barn LLC/Navigators Travel Ball, including its agents, officers, directors, employees, instructors, consultants, representatives, participants, and all persons or entities acting on its behalf (collectively, "Blast Barn LLC/Navigators Travel Ball"), I voluntarily agree to the following:

1. ACKNOWLEDGMENT AND UNDERSTANDING OF RISKS

I, _____, as the participant if 18 years of age or older, or as the parent or legal guardian of the minor participant identified below, acknowledge and fully understand that participation in batting cage activities involves risks that may result in serious injury, illness, disability, death, or property damage.

I understand that such risks may result not only from my own actions, inactions, or negligence, but also from the actions, inactions, or negligence of other participants, Blast Barn LLC/Navigators Travel Ball employees or agents, or other people. I further understand that risks may arise from the condition of the premises, facilities, surrounding areas, or equipment used.

These risks include, but are not limited to:

- Being struck by a baseball, softball, bat, or other equipment.
- Injuries resulting from batting, pitching, throwing, fielding, or other baseball or softball activities.
- Falls, slips, trips, collisions, or other accidents.
- Injuries resulting from the actions or negligence of other participants, employees, agents, or instructors.
- Latent or apparent defects or conditions of the premises, facilities, or equipment.
- The participant's physical condition, health, or limitations.
- Conditions of the facility, surrounding grounds, or terrain.
- Failure or malfunction of equipment.
- Emergency medical treatment or first aid provided at or in connection with the activity; and

- Other risks that may not be known or foreseeable at this time.

I understand that this list is not intended to identify every risk associated with participation in the activities or use of the Blast Barn LLC/Navigators Travel Ball facilities and equipment.

2. ASSUMPTION OF RISK

I expressly agree to accept and assume all risks associated with participation in the activities and use of the Blast Barn LLC/Navigators Travel Ball facilities and equipment, whether known or unknown, foreseeable, or unforeseeable.

I understand that my participation is completely voluntary and that I have chosen to participate despite these risks. I voluntarily assume all such risks and accept personal responsibility for any injury, illness, disability, death, or property damage that may fully result from my participation permitted by law.

3. RELEASE, WAIVER, AND INDEMNIFICATION

To the fullest extent permitted by law, I, on behalf of myself and, where applicable, my children, parents, heirs, assigns, personal representatives, and legal representatives, hereby voluntarily **release, waive, discharge, and agree to indemnify and hold harmless** Blast Barn LLC/Navigators Travel Ball and its respective owners, officers, directors, employees, instructors, agents, representatives, affiliates, subsidiaries, distributors, contractors, other participants, and, where applicable, the owners, operators, or lessors of any premises used in connection with the activities (collectively, the "Released Parties") from and against any and all claims, demands, causes of action, liabilities, damages, losses, costs, or expenses arising out of or in any way connected with my participation in the activities or my use of Blast Barn LLC/Navigators Travel Ball's facilities or equipment.

This release includes claims arising from personal injury, illness, disability, death, or property damage to the fullest extent permitted by applicable law.

4. INSURANCE AND MEDICAL CONDITION

I certify that I have adequate insurance to cover any injury, illness, or damage that I may suffer or cause while participating in the activities or using the Blast Barn LLC/Navigators Travel Ball facilities and equipment.

If I do not have adequate insurance, I agree to personally bear the costs of any medical treatment, injury, damage, or other expenses that may fully result from my participation permitted by law.

I further certify that I am physically capable of participating in the activities and that I have disclosed any medical or physical condition that could interfere with my ability to

participate safely. If I have any such condition, I voluntarily assume and accept all risks associated with that condition.

5. AGE, SAFETY EQUIPMENT, FIRST AID, AND EMERGENCY SERVICES

I certify that I am at least 18 years of age or, if the participant is under 18 yrs old, that I am the participant's parent or legal guardian and have the legal authority to sign this agreement on the participant's behalf.

I agree that **a batting helmet must always be worn while batting** in the Blast Barn LLC/Navigators Travel Ball batting cages.

I authorize Blast Barn LLC/Navigators Travel Ball and its employees, agents, or representatives to administer basic first aid to me or the minor participant identified below if deemed necessary.

I further authorize Blast Barn LLC/Navigators Travel Ball and its employees, agents, or representatives to contact **911, emergency medical personnel, or other emergency services** if they believe such assistance is necessary. I understand that Blast Barn LLC/Navigators Travel Ball does not guarantee the availability or adequacy of emergency medical treatment.

6. RULES AND REGULATIONS

I certify that I have been provided with, or have been given access to, the Blast Barn LLC/Navigators Travel Ball Rules and Regulations for batting cage use.

I agree to read, understand, and comply with all applicable rules, regulations, safety requirements, and instructions provided by Blast Barn LLC/Navigators Travel Ball, its employees, agents, or instructors.

I understand that failure to follow the rules or safety instructions may result in removal from the facility and/or termination of my batting cage privileges.

Rules and Regulations for batting cage use

- Batters **MUST** always wear helmets inside cages.
- Only trained coaches/parents are permitted to adjust pitching. machines/equipment.
- **A waiver must be signed before use of any of the equipment by any user who is 18 years of age or older (Parent/guardian must sign for any minors).**
- Adults are responsible for the actions of the youth in the training area.
- Misconduct will result in immediate termination of privileges. Horseplay/ fooling around will not be tolerated.

- No food or drink is allowed in the training areas.
- All balls must be picked up and returned to their proper place after use.
- Batters must wear appropriate shoes. (**No Cleats**)
- No person under the influence of Drugs or Alcohol is permitted to use the batting cages.
- Alert us immediately if any equipment is faulty.
- ALWAYS BE ALERT.
- No one under the age of 6 yrs old is permitted to use the facility.
- Anyone under the age of 18 yrs old must have adult supervision on site.
- The user must provide helmets and bats.
- The only people swinging a bat are those inside the individual tunnels.
- Do not throw balls back at pitching machines.
- This is a family atmosphere, with no profanity or vulgar language/gestures will be permitted.
- CAUTION! Injuries could result from use of the facility. Users should assume the inherent risks of use. If users have any questions about the inherent risks associated with the use of the facility, please reach out.

7. PHOTOGRAPHY AND VIDEO RELEASE

I hereby grant Blast Barn LLC/Navigators Travel Ball, and its assigns, licensees, successors, and legal representatives, the irrevocable right and permission to photograph and/or record me and, where applicable, the minor participant identified below in connection with activities at Blast Barn LLC/Navigators Travel Ball.

I authorize Blast Barn LLC/Navigators Travel Ball to use such photographs, video, images, likenesses, and recordings in any form or media, including advertising, marketing, promotional materials, social media, websites, publications, and other lawful purposes, without compensation or further permission.

I waive any right to inspect or approve the finished photographs, video, recordings, or related materials, including any written copy or other content that may be created or used in connection with them.

ACKNOWLEDGMENT OF WAIVER

By signing this document, I acknowledge that if I or anyone participating with me is injured, becomes ill, or property is damaged during participation in the activities or use of the Blast Barn LLC/Navigators Travel Ball facilities or equipment, a court of law may determine that I have waived my right to maintain a lawsuit or other legal claim against Blast Barn LLC/Navigators Travel Ball and the other Released Parties identified in Paragraph 3, to the extent permitted by law.

I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT, AND I VOLUNTARILY AGREE TO BE BOUND BY ITS TERMS.

Participant Name:

Participant Date of Birth (if under 18):

Participant Signature (18 or older) OR Parent/Legal Guardian Signature:

Print Name of Signatory:

Relationship with Minor Participant (if applicable):

Date:
