

# HIGH HEAT



## SOFTBALL TRAINING CENTER

### Parental Waiver, Release of Liability, Indemnification and Consent Form

I, the undersigned, as the parent or legal guardian of the child named below, do hereby give my full consent and approval for my child to participate in softball training with HIGH HEAT Softball Training Center (“High Heat”). I understand that such training will be generally located at High Heat’s training center but will also involve travel to external fields to provide coaching/clinics at fields or team practices. I understand that such training activities will include all instruction and conditioning activities.

I have been informed that High Heat will provide such activities with an eye for safety and health of the participants, but there are never guarantees against injury. Such accidents can happen, despite the best efforts of High Heat or others. I understand that there are certain risks of damages and injuries, including death, inherent in the practice and play of softball, as well as in traveling in other related activities incidental to my child’s participation, and I am willing to assume these risks on behalf of my child. These risks include, but are not limited to, those hazards associated with weather conditions, travel, playing conditions, equipment and other participants. I understand that such activities can be dangerous to my child and other players and may result in serious injury or death.

I understand that the very nature of the game of softball is hazardous and risky, including, but not limited to, the acts of pitching the ball, having the ball hit back at the pitcher, fielding the ball, swinging the bat, running, jumping, stretching, sliding, diving and collisions with other players, volunteers and stationary objects, all of which can cause serious injury or death to my child and to other participants.

Further, I agree that in consideration for the right to allow my child to participate in such training activities and in consideration for permission to play on the fields arranged for by High Heat:

1. On behalf of my child and myself, I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child (a) while participating in training activities with High Heat, (b) while serving in a non-playing capacity as an observer during practice or play by other persons, and (c) while on or upon the premises of any and all of the fields arranged for by High Heat for practice or play.
2. In addition to giving my full consent for my child’s participation, I do hereby waive, release, discharge and agree not to sue High Heat and its members, managers, owners, officers, employees, or agents, or the owner or operator of any field, or any person or entity connected with High Heat or such field for any claim, damages, costs including attorney’s fees, or cause of action which I or my child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by my child from whatever cause including, but not limited to, the negligence, breach of contract or wrongful conduct of the parties hereby released.

I hereby certify that my child is fully capable of participating in the sport of softball and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known to High Heat or its representatives.

I further agree on behalf of myself and my child listed below, that I shall hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs including attorney fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.

I acknowledge (a) that I have read (or have had read to me) each and every one of the provisions in this waiver, release of liability and indemnification agreement, (b) that I understand each of the provisions in this agreement and (c) that I agree to abide by them.

Parent or legal guardian (printed/signature): \_\_\_\_\_ / \_\_\_\_\_

Complete address: \_\_\_\_\_

Name of child (please print): \_\_\_\_\_ Date signed: \_\_\_\_\_