

The Training Ground

INDEMNITY, WAIVER, AND RELEASE OF LIABILITY AGREEMENT

This Indemnity, Waiver, and Release of Liability Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”) on behalf of themselves, and if applicable, their minor child/ward, in favor of the indoor batting cage and sports facility, its owners, officers, employees, contractors, and agents (collectively, the “Facility”).

1. Assumption of Risk & Personal Injury Release

Participant acknowledges that participation in activities at the Facility—including but not limited to batting cages, pitching machines, training equipment, and general sports activities—carries inherent risks of injury, including serious bodily injury, permanent disability, or death.

Participant voluntarily assumes all such risks and agrees to release, waive, discharge, and hold harmless the Facility from any and all claims or liabilities arising out of or related to personal injury, whether caused by ordinary negligence or otherwise, to the fullest extent permitted by law.

2. Property Damage or Loss

Participant agrees that the Facility is not responsible for any lost, stolen, or damaged personal property, including but not limited to equipment, clothing, or valuables.

Participant releases the Facility from all claims related to property damage or loss occurring on or about the premises, regardless of cause.

3. Negligence; Rules and Conduct

Participant agrees to follow all posted rules, instructions, and staff directions at all times.

Participant understands that failure to follow Facility rules or engaging in unsafe, reckless, or disruptive behavior may result in immediate removal from the premises without refund.

Participant acknowledges that they may still assume risk even if the Facility is negligent and agrees to release the Facility from liability arising from ordinary negligence.

4. Consent to Media and Imagery

Participant grants the Facility permission to capture photographs, video, or other media of their participation.

Participant agrees that such media may be used for promotional, marketing, or educational purposes without compensation or further approval.

If Participant does not consent, they must notify the Facility in writing prior to participation.

5. COVID-19 and Communicable Disease Disclosure

Participant acknowledges the contagious nature of COVID-19 and other communicable diseases and voluntarily assumes the risk of exposure by entering the Facility.

Participant agrees:

- Not to enter if experiencing symptoms of illness
- To comply with any health and safety guidelines in place

Participant releases the Facility from any claims related to illness, infection, or exposure, including COVID-19, to the fullest extent permitted by law.

6. Indemnification

Participant agrees to indemnify and hold harmless the Facility from any claims, damages, or expenses (including attorney's fees) arising out of Participant's actions, conduct, or use of the Facility.

7. Minors

If signing on behalf of a minor, the undersigned affirms they are the parent or legal guardian and agree to all terms on behalf of the minor.

8. Governing Law

This Agreement shall be governed by the laws of the state of West Virginia in which the Facility operates.

9. Acknowledgment of Understanding

Participant acknowledges they have read this Agreement, fully understand its terms, and sign it voluntarily. Participant understands they are waiving certain legal rights, including the right to sue.

Participant Name: _____

Signature: _____

Date: _____

If Minor – Parent/Guardian Name: _____

Signature: _____

Emergency Contact Phone: _____