

I hereby acknowledge and agree that participation in, but not limited to: clinics, practices, batting cages, dodgeball, fitness programs, recreation, food and/or party area programs within The Phenom Factory, LLC (hereinafter referred to as The Phenom Factory), a baseball and softball training facility, has inherent risks. In consideration of the services provided by The Phenom Factory, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf I now agree and certify as follows:

1. I acknowledge and fully understand that I 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. These activities may include, but are not limited to: clinics, practices, batting cages, dodgeball, fitness programs, recreation and party area programs, and the like. 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: the nature of the activity, latent or apparent defects of conditions in equipment or property supplied by The Phenom Factory or other entity; acts of other participants in this activity, employees or agents of The Phenom Factory; my own physical condition, acts of omissions; conditions of The Phenom Factory's 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 Phenom Factory and each of their respective commissioners, directors, agents, and other employees, its parents, subsidiaries, affiliates, employees, distributors and agents, other batting cage participants, and if applicable, operators 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 Phenom Factory's 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 cost 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 risk that may be created, directly or indirectly, by any such condition.

5. I hereby 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 batting helmet at all times while in the batting cages. I hereby provide The Phenom Factory permission to administer basic first aid, and I authorize The Phenom Factory (or its agents or employees) to contact 911 or other emergency personnel as needed.

6. I hereby certify that I'm aware of the Rules & Regulations for batting cage use and will adhere to them.

7. I do hereby give The Phenom Factory, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

8. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in activities.

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 Phenom Factory and each of the parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

NAME _____

BIRTHDATE _____ PHONE NUMBER _____

CHILD'S NAME _____

CHILD'S NAME _____

CHILD'S NAME _____

CHILD'S NAME _____

SIGNATURE _____