



WAIVER AND RELEASE OF LIABILITY BY PARENT OF MINOR CHILD

I, _____, on behalf of my child _____ (hereinafter "CHILD") HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Mackinac Varsity Baseball, LLC dba The Varsity Shop Training Center (hereinafter the "Training Center") and its owners, agents, employees, contractors, equipment suppliers, interns, officers, directors, affiliates, successors and assigns (hereinafter "Released Parties"), of and from any and all claims, losses, demands, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I or CHILD ever had or may have, arising from or in any way related to CHILD'S participation in any of the events or activities conducted by or for the benefit of the Training Center, whether on or off the premises (hereinafter "Activities"), provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the Activities that CHILD may participate in are inherently dangerous and may cause serious or grievous injuries or death and/or damage to personal property. Risks may also stem from my own conduct or that of others or from equipment or conditions.

On behalf of myself, CHILD, the heirs, assigns, next of kin or family of myself or CHILD (hereinafter "Releasers"), CHILD and I waive all claims relating to damages, injuries or death sustained by me or CHILD or damages to or loss of personal property, which any of Releasers may have against any Released Parties in connection with CHILD'S Activities, even if such may be caused by or related to negligence of Released Parties or others.

CHILD has the necessary skills to participate safely in all facets of all Activities except as noted below. The nature of the Activities has been fully disclosed and I expressly waive any claims relating to any description of the Activities in any flyer, advertisement, or brochure. If at any time I believe conditions to be unsafe, I will immediately exercise my parental/guardianship rights and responsibilities and discontinue further participation by CHILD in the Activities.

By this WAIVER AND RELEASE, I assume any risk on behalf of CHILD and take full responsibility and waive any and all claims of personal injury, death or damage to personal property caused by or associated with the Training Center or any of the Released Parties, including but not limited to CHILD'S presence at any Activities or use of the Training Center or its equipment.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning its subject matter. The provisions of this WAIVER AND RELEASE may be waived, altered, or repealed, in whole or in part, only upon the prior written consent of all parties. If any provisions contained herein shall be found invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions herein.

The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the Activities whether by agreement, by operation of law, or otherwise.

I UNDERSTAND AND CONFIRM THAT BY SIGNING THIS WAIVER AND RELEASE, CHILD AND I HAVE GIVEN UP CONSIDERABLE FUTURE LEGAL RIGHTS.

I have signed this WAIVER AND RELEASE freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law.

I agree that CHILD will wear a helmet at all times while in the Batting Cages and will follow all rules and directions of the Training Center and its authorized employees or agents in any Activity. I hereby provide the Training Center permission to administer basic First Aid and I authorize the Training Center or its agents or employees to contact 911 or other emergency personnel as needed.

I hereby certify that I have adequate insurance to cover any injury or damage which CHILD or I may cause or suffer while participating in any Activities of the Training Center or alternatively I agree to bear the costs of such injury or damage myself.

Medical Conditions: CHILD is subject to the following allergies or medical conditions, and I authorize the Training Center to disclose these conditions to a physician or other medical professional in the event CHILD should require emergency medical care: _____

Prohibited Activities: As a result of the above-mentioned medical conditions, I, on behalf of CHILD, am prohibiting CHILD'S involvement in the following specific activities:

I understand that an unaltered signed WAIVER AND RELEASE is a strict condition of CHILD'S participation in any Activities whatsoever of the Training Center. As a convenience, a duly signed WAIVER AND RELEASE may be maintained by the Training Center in lieu of requiring a new copy to be signed each time CHILD participates and that such WAIVER AND RELEASE is effective for and governs all CHILD'S participation in any Activities.

I HEREBY CERTIFY THAT I HAVE LEGAL AUTHORITY TO ENTER INTO THIS WAIVER AND RELEASE ON BEHALF OF MYSELF AND CHILD. I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. PLEASE PRINT LEGIBLY.

Date

Child First Name Child's Last Name Child Middle Initial

Street Address City State Zip Code

Phone Number Email

Printed Name of Parent (Guardian) Signature of Parent (Guardian)