

8k Fastpitch Liability Waiver

Athlete's Name _____

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any injury to you or to your property or for your death however caused arising out of your participation in activities associating to MICHAELA WOLF LAWSON hereinafter now referred to as 8KFASTPITCH, now or any time in the future. This includes the use of the indoor facility, attending private lessons and/or camps/clinics with 8KFASTPITCH at various locations.

Waiver: In consideration of my child being permitted to participate in any way with 8KFASTPITCH, hereinafter called "Activity", I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** 8KFASTPITCH, from liability **from any and all claims** resulting in personal injury, accidents or illnesses (including death), and property loss or damage arising from, but not limited to, participation in the Activity.

Assumption of Risks: I acknowledge and agree that the participation with 8KFASTPITCH and use of the indoor facility have inherent risks. I assume financial responsibility for all emergency medical/dental services rendered. I have full knowledge of the nature and extent of all risks associated with throwing, catching, hitting, or fielding with 8KFASTPITCH and while the specific risks vary from one activity to another, the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I further acknowledge that the above list is not inclusive of all possible risks associated with activities with 8KFASTPITCH and that the above list in no way limits the extent or reach of this release and covenant not to sue.

Indemnification and Hold Harmless: In consideration of my participation with 8KFASTPITCH, I, the undersigned user (or parent/guardian of user), agree to release, indemnify, and hold harmless, on behalf of myself, my heirs, representatives, executors, administrators, and assigns **HEREBY DO RELEASE, INDEMNIFY, AND HOLD HARMLESS 8KFASTPITCH** from any cause of action, claims, or demands of any nature whatsoever, including but not limited to, a claim of negligence, which I, my heirs, representatives, executors, administrators, and assigns may now have, or have in the future against 8KFATPITCH, on account of personal injury, property damage, death, or accident of any kind, arising out of or in any way related to my participation with 8KFASTPITCH, whether that use is supervised or unsupervised, however the injury or damage is caused, including, but not limited to the negligence of 8KFASTPITCH, its officers agents, and employees.

Acknowledgment of Understanding: I hereby certify that I and/or my child are in good health and that I and/or my child have no physical limitations which would preclude safe participation with 8KFASTPITCH. **BY SIGNING BELOW I CERTIFY THAT I HAVE READ AND UNDERSTAND THE POSTED RULES AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

8KFASTPITCH WILL KEEP THIS ON FILE FOR FUTURE VISITS FOR THE FOLLOWING NAMES LISTED.

Parent/Legal Guardian of Participating Athlete:

_____ Please Print Name	_____ Signature	_____ Date
_____ Emergency Contact	_____ Relationship	_____ Phone Number

Photo & Media Release & 1 on 1 Coaching Waiver

I hereby grant permission to 8kFastpitch and any other contractors used in promoting the business to photograph/video my child(ren). It is my understanding that this photograph/video or portions thereof will be used for public view. I agree to participate in this project without financial remuneration, and I understand that this releases photographer/interviewer from any future claims, as well as any liability arising from the use of said photograph/video.

I also grant 8k to work with my daughter without my direct supervision.

<input type="checkbox"/> YES <input type="checkbox"/> NO	Parent Signature:	Date:
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