

WAIVER and RELEASE FROM LIABILITY and PHOTO RELEASE FORM

For One Dollar (\$1.00) and other valuable consideration, I, _____, for myself, my minor child (if applicable), my administrators, heirs and assigns HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge JASPER BASEBALL ACADEMY, LLC, JASPER SPORTS ACADEMY, LLC and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any activities associated with using equipment owned or provided by Jasper Baseball Academy, LLC.

I understand that the activities associated with the use of batting cages and other sports related activities that I will participate in are inherently dangerous and may result in damage to personal property, bodily injury and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive all claims of personal injury, death or damage to personal property associated with said activity, including, but not limited to entering or leaving Jasper Baseball Academy, LLC's property, activities of preparing for participating in batting cage activities and associated while using the equipment of Jasper Baseball Academy, LLC or the use of equipment (whether mine or others), or any other activities associated before, during and after participating in activities at Jasper Baseball Academy, LLC.

THIS WAIVER AND RELEASE embodies the entire agreement of the parties as it concerns these issues of Waiver and Release of Liability, and no prior written or oral agreement will supersede the same. The provisions of this WAIVER AND RELEASE OF LIABILITY will remain in full force and effect even after the individual has completed the activity.

I understand that by agreeing and signing this document that I am legally bound by the terms of this WAIVER AND RELEASE, and no part of this agreement may be waived or repealed, in whole or in part, without the prior written approval of all the parties. I understand and affirm that by signing this WAIVER AND RELEASE FOR LIABILITY, that I am giving up considerable future legal rights, and I am entering into this agreement knowingly, voluntarily, and with no threat of duress. In consideration for signing this WAIVER AND RELEASE OF LIABILITY, I have the opportunity to participate in the activity of horseback riding with horses/equipment owned or provided by Jasper Baseball Academy, LLC.

Jasper Sports Academy and Jasper Baseball Academy, LLC have my permission to use my or my child's photograph publically to promote the business. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

Dated this _____ day of _____, 20_____.

Participant
Signed: _____ Printed: _____

Signed Parent/Guardian (if under 18): _____ Printed: _____

Signature Witness: _____ Printed: _____



WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Jasper Sports Academy athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Jasper Sports Academy, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____