



SAVAGE BASEBALL ORGANIZATION by All Star Sports Instruction, Inc. WAIVER OF LIABILITY

Waiver of Liability and Release for use of the PowerHouse by All Star Sports Instruction, Inc. facilities and participation in any off site activity sponsored by PowerHouse, Savage Baseball Organization, Evolution Athletics and All Star Sports Instruction (AKA All Star Industries) ;I hereby acknowledge and agree that participation in lessons, practices, clinics, camps, travel teams and participation in all activities conducted within the All Star Industries Sports Academy facilities as well as off-site activities sponsored by All Star Industries have inherent risks. In consideration of the services provided by All Star Industries, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as "All Star Industries") I now agree and certify as follows: I acknowledge and fully understand that I, the participant (if participant is 18 years of age or older) or parent/legal guardian of the listed minor participant, 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. 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: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by the "All Star Industries" or other entity; acts of other participants in this activity, employees, volunteers or agents of the "All Star Industries"; my own physical condition, acts or omissions; conditions of the "All Star Industries" and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services. 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; 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, I expressly agree and promise to accept and assume all the risks existing in this activity. My participation 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. 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 "All Star Industries", and each of their respective commissioners, directors, agents, sponsors, and other

employees, its parent, subsidiaries, affiliates, employees, distributors, and agents, other Batting Cage participants, and, if applicable, operator 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 "All Star Industries equipment or facilities. 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 costs 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 risks that may be created, directly or indirectly, by any such condition. I hereby certify that I have read and am familiar with the "All Star Industries" Rules and Regulations and will comply with conditions set forth therein. I acknowledge and 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 helmet at all times while in the Batting Cages. I

hereby provide the "All Star Industries" permission to administer basic First Aid and I authorize its agents or employees to contact 911 or other emergency personnel as needed. 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 "All Star Industries", and any of the other parties associated with the "All Star Industries" on the basis of any claim from which I have released them herein. Use of Likeness Participants and his/her parents or guardian hereby authorize "All Star Industries" and its assigns to use any and all photographs, pictures, videos or other likenesses of participants in its promotional materials or social media platforms. 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 by signing this waiver, I agree to the above terms and conditions.

Name_____

Email Address_____

Phone#_____

Signature_____ Date_____