



The Batting Cage LLC
420 Canfield Avenue Bridgeport, CT 06605 203-259-2255

WAIVER, INDEMNITY AND HOLD HARMLESS AGREEMENT, AND RELEASE OF LIABILITY

In consideration for the provision of personal training and group exercise services by The Batting Cage LLC and Prime Performance (the "Training"), I hereby agree that:

1. **Physical Condition.** I am in sound physical condition and I am not aware of any medical conditions, impairments, injuries, diseases or illnesses that would prevent or limit my ability to participate in the Training. In addition, I am able to engage in exercise of a vigorous nature and am not currently under the care of a physician. If I am under the care of a physician, I hereby represent that I have received my physician's permission to participate in the Training.
2. **Demanding Nature of Training.** I recognize that I have other fitness options available to me, but I specifically choose to participate in the Training because of its physically demanding nature. I acknowledge that only I can determine my physical limits, and I fully assume all responsibility for doing so.
3. **Assumption of Risk Including Rhabdomyolysis.** I understand that there are inherent risks involved in exercise and the use of exercise equipment. I also understand that there are inherent risks in the Training which may involve more physically challenging and strenuous exercise than other exercise programs, routines and/or classes. Such inherent risks include the risk of serious physical injury, including rhabdomyolysis, or death. I acknowledge that I understand the dangers of rhabdomyolysis. I fully assume all risks associated with the use of any exercise equipment, the participation in any exercise program, and specifically the risks associated with the Training, even if due to the negligence of The Batting Cage LLC, Prime Performance and/or their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees.
4. **Release and Waiver.** I hereby agree, for myself, and my heirs, assigns, successors, executors, administrators, and legal representatives, that I waive, release and forever discharge The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees, from any and all claims, demands, rights, causes of action, judgment costs and expenses, or other responsibility or liability of whatsoever kind or nature arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, directly or indirectly resulting from the Training, any other services provided by The Batting Cage LLC and Prime Performance and/or

my access to The Batting Cage LLC and Prime Performance's facilities, including, but not limited to any and all claims arising out of or related to any negligence or omissions of The Batting Cage LLC, Prime Performance and/or their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees.

5. Indemnification and Hold Harmless Agreement. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, agree that I will defend, indemnify and hold harmless The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees from any and all claims, suits or demands by anyone arising from my use of the The Batting Cage LLC and Prime Performance facilities and the Training, including claims of negligence on the part of The Batting Cage LLC, Prime Performance and/or their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees.

6. Covenant Not to Sue or Bring Claim. I, for myself and for my heirs, assigns, successors, executors, administrators, and legal representatives, hereby release, and agree that I will not sue The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees for money damages for personal injury or property damage sustained by me during the Training even if due to the negligence of The Batting Cage LLC, Prime Performance and/or their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees.

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7. Photograph and Multimedia Authorization and Release. I hereby authorize The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees to: (1) record my image, likeness and/or voice on a photographic, video, audio, digital, electronic, or any other medium (a "Recording" or "Recordings"); (2) use, reproduce, modify, exhibit, and/or distribute any Recordings in any medium, for any business purpose that The Batting Cage LLC and Prime Performance may deem appropriate, including promotional or advertising efforts on their website(s) and beyond, with no compensation to me; and (3) use my name in connection with any such Recordings and/or use of Recordings. I acknowledge and understand that I shall have no right to inspect or approve any Recording and/or use of any Recording and that all Recordings shall remain the property of The Batting Cage LLC I hereby agree, for myself, and my heirs, assigns, successors, executors, administrators, and legal representatives, to release The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees from any and all liability for any violation of any personal or proprietary right that I may have in connection with any Recording and/or use of Recording. INITIAL _____

8. Consent to Treatment and Release. In the event of injury to or illness of myself or my minor child or ward, I, for myself and for my minor child or ward as legal guardian, hereby authorize

The Batting Cage LLC, Prime Performance, or representatives thereof, to perform emergency medical treatment and admit myself or my minor child or ward to a facility for emergency medical treatment. I hereby consent to any medical treatment that is deemed necessary for myself or my minor child or ward. The undersigned on his or her own behalf and on behalf of the minor child or ward named below, their heirs, assigns and personal representatives, hereby release The Batting Cage LLC, Prime Performance and their Affiliates, Officers, Directors, Members, Agents, Servants and/or Employees from any and all claims arising out any such medical treatment. INITIAL _____

I have read this Waiver, Indemnity and Hold Harmless Agreement, and Release of Liability and fully understand its terms. I further understand that by signing this agreement I am giving up substantial legal rights.

I have not been induced to sign this agreement by any promise or representation and I sign it voluntarily and of my own free will.

Participant Name: _____
Signature: _____ Date: _____
E-mail: _____

LEGAL GUARDIAN: (if participant is a minor)

Printed Name: _____
Signature: _____ Date: _____
E-mail: _____

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