

LIABILITY WAIVER FORM

I hereby acknowledge and agree my or my minor player's _____ ("Player") participation in any KD Athletic/Velox Baseball Company facility has inherent risks. In consideration of the services provided by KD Athletic/Velox Baseball Company, their agents, officers, participants, consultants, employees and all other persons or entities acting in any capacity on their behalf, I now agree and certify as follows:

1. I acknowledge and fully understand the Player will be engaging in activities which may involve risk of serious injury which result not only from the Player's own actions, or negligence, but from the actions, inactions or negligence of others or the conditions of the premises or of any equipment used. Further, 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 KD Athletic/Velox Baseball Company or other entities; acts of other participants in this activity, employees or agents of KD Athletic/Velox Baseball Company; the Player's own physical condition, acts or omissions; conditions of the KD Athletic/Velox Baseball Company facility and surrounding grounds terrain and accidents connected with their use; first aid emergency treatment or other services.
2. Player expressly agrees (or parent(s)/guardian on behalf of Player) and promises to accept and assume all the risks existing in this activity. Player participation in this activity is purely voluntary and Player elects, in spite of the risks, to participate. Player (or parent(s)/guardian on behalf of Player) assumes all the foregoing risks and accepts personal responsibility for the damages following such injury.
3. On behalf of Player (or parent(s)/guardian of Player), any children, parents, heirs, assigns, personal representatives or otherwise I hereby voluntarily release, waive, forever discharge and agree to indemnify and hold harmless KD Athletic/Velox Baseball Company, and each of their respective owners, members, managers, commissioners, directors, agents and other employees, its parent, subsidiaries, affiliates, employees, distributors and agents, other Facility 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 Player's participation in this activity or use of KD Athletic/Velox Baseball Company equipment or Facilities.

4. Player (or parent(s)/guardian of Player) hereby certifies 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 I have no medical or physical conditions, which could interfere with my safety in this activity, or I otherwise certify I am willing to assume and bear the costs (not only monetarily, but of injury and health) of all risks may be created, directly or indirectly, by any such condition.
5. Player (or parent(s)/guardian of Player) hereby certifies I am familiar with the KD Athletic/Velox Baseball Company Facility Rules and Regulations and will comply with conditions set forth therein.
6. I acknowledge and certify 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 batting helmet at all times** while in the batting cage and proper protective equipment when in the field. I hereby provide KD Athletic/Velox Baseball Company or its agents or employees permission to administer basic First Aid; I further authorize KD Athletic/Velox Baseball Company or its agents or employees to contact 911 or other emergency personnel as needed and understand any and all costs associated with such treatment is my responsibility.
7. I expressly agree the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Michigan and if any portion thereof is held invalid, it is agreed the balance shall, notwithstanding, continue in full legal force and effect.

By completing this Facility Liability Waiver (or legal guardians of participants under the age of 18), I am acknowledging 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 KD Athletic/Velox Baseball Company and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

At all times hereafter "I", "My", and "Myself" shall refer to the Participant (if 18 years or older) or the parent(s) on behalf of the Minor Participant (if under 18 years).

Participant / Parent (Guardian)

/s/ _____

Name:

Minor Participant Name: _____

Date: