

# WAIVER AND RELEASE OF LIABILITY

**Southern Ohio Sports Authority, LLC – “The Dugout”**

185 E. Main St. Chillicothe, Ohio 45601

Indoor Training Facility and Hitting/Pitching Cages



## PLEASE READ CAREFULLY

This Waiver and Release of Liability (“Waiver”) is a legally binding agreement.

**By signing below, you confirm that you have read, understood, and agree to all the terms set forth in this Waiver.**

### Participant Information:

Last Name	First Name	DOB
Street Address	City	State Zip
Phone #	Email	

### Team/Group Information (if participating as a group/team):

Name of Group/Team	Name of adult \ coach that will be on site during use	Phone #
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#### 1. Assumption of Risk

I acknowledge that participating in batting cage activities and utilizing the facilities at **Southern Ohio Sports Authority LLC (“SOSA”)** “**The Dugout**” involves inherent risks. These risks include, but are not limited to: the possibility of being struck by balls, bats, pitching machines, or other equipment; slipping, tripping, or falling; equipment malfunction; actions or negligence of other participants; the nature of the activity itself; latent or apparent defects or conditions in equipment or property supplied by SOSA The Dugout or other entities; actions of other participants, employees, or agents of SOSA The Dugout; my own physical condition or actions; the condition of the facility and surrounding grounds or terrain; and accidents connected with their use, as well as first aid, emergency treatment, or other services.

I voluntarily choose to participate in these activities and assume all risks, known or unknown, foreseeable or unforeseeable, associated with them. I expressly agree and promise to accept and assume all such risks. My participation is entirely voluntary, and I elect to participate despite these risks. I accept personal responsibility for any damages or injuries that may result.

On behalf of myself, my children, my parents, my heirs, assigns, and personal representatives, I voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless SOSA The Dugout, including each of their respective owners, directors, agents, employees, parent companies, subsidiaries, affiliates, distributors, other batting cage participants, and, if applicable, operators or lessors of premises used for the event or activity, from any and all liability for any claims, demands, or causes of action connected with my participation or use of SOSA The Dugout’s equipment or facilities.

I certify that I have adequate insurance to cover any injury or damage I might cause or suffer while participating in these activities, or agree to personally bear the cost of such injury or damage. I further certify that I do not have any medical or physical condition that would interfere with my safety during these activities, or, if I do, I am willing to assume and bear the costs associated with any risk such conditions may create, directly or indirectly.

I certify that I am at least 18 years old, or I am the parent or legal guardian of a participant under 18, and I agree to wear a batting helmet at all times during batting activities within the facility. I grant SOSA The Dugout permission to administer basic first aid and authorize SOSA The Dugout’s agents or employees to contact 911 or other emergency personnel as needed.

I grant SOSA The Dugout, its assigns, licensees, and legal representatives the irrevocable right to use photographs or video of me in all forms and media and in all manners, including composite images, for advertising, surveillance, marketing, publication, or any other lawful purposes. I waive any right to inspect or approve the finished product, including written copy, internet, or other media, that may be created in connection therewith.

#### 2. Release and Waiver of Liability

In consideration of being permitted to use the batting cages and facilities, I release, waive, discharge, and covenant not to sue Southern Ohio Sports Authority LLC, its owners, officers, directors, employees, volunteers, agents, contractors, and affiliates from any and all claims, demands, actions, or causes of action arising out of or related to any injury, illness, property damage, or death that may occur as a result of my participation, including claims arising from negligence, to the fullest extent permitted by Ohio law.

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### **3. Indemnification**

I agree to indemnify and hold harmless Southern Ohio Sports Authority LLC from any loss, liability, damage, or cost (including attorney's fees) that may arise due to my participation in activities at the facility or my failure to comply with facility rules.

### **4. Rules and Safety**

I agree to follow all posted rules, verbal instructions, and safety guidelines provided by SOSA The Dugout's staff. I understand that failure to comply with these rules may result in my removal from the facility without refund.

### **5. Medical Acknowledgment**

I certify that I am physically able to participate in all activities and do not have any medical condition that would increase my risk of injury. I authorize officers, directors, employees, volunteers, agents, contractors, and affiliates of SOSA The Dugout to obtain emergency medical treatment for me if necessary and agree that I am financially responsible for any such treatment.

### **6. Minors**

If the participant is under the age of 18, this Waiver must be signed by a parent or legal guardian. The parent or legal guardian agrees to all terms of this Waiver on behalf of the minor and further agrees to release and indemnify SOSA The Dugout for any claims arising from the minor's participation.

### **7. Severability**

If any part of this Waiver is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **8. Governing Law**

This Waiver shall be governed by and interpreted in accordance with the laws of the State of Ohio.

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*I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT.  
I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.*

**Participant Signature or Parent/Guardian (if participant is under age 18)**

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**(Print Name of Signatory)**

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**(Signature)**

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**(Date)**