

Berlin Batting Cages Go-Kart Waiver

PARENTAL CONSENT, ACKNOWLEDGEMENT OF RISK, AND WAIVER OF LIABILITY I, the custodial parent and/or legal guardian of

(1) _____, (2) _____,
(3) _____, (4) _____,
(5) _____, (6) _____,

the Minor(s), grant permission for the Minor(s) to engage in activities at Berlin Batting Cages Inc. that involve risk of injury to persons (up to and including death) and property, and I assume full responsibility for all such risk on this and all future visits to Berlin Batting Cages Inc. unless otherwise revoked in writing. I understand the nature of these activities and believe the Minor(s) to be in good health with no condition, illness or abnormality which might subject the Minor(s) or others to undue risk by engaging in these activities. In the event of any emergency requiring medical care, I authorize Berlin Batting Cages Inc. to use its best efforts to obtain whatever medical treatment it deems necessary or appropriate under the circumstances. I hereby release, waive, discharge, and covenant not to sue Berlin Batting Cages Inc. or the Landlord(s) of any property on which Berlin Batting Cages Inc. operates, or any owners, officers, employees, sponsors, corporate partners, or agents of Berlin Batting Cages Inc. or Landlord(s) with respect to any or all liability to representatives or assigns of Minor(s), for any loss or damage, and any claim or demand therefore, on account of injury to person or property, including, but not limited to, liability caused by the sole or partial fault or negligence of Berlin Batting Cages Inc. or Landlord, while Minor(s) is/are in, on or about any property of Berlin Batting Cages Inc. or Landlord{s}, or while participating in any program affiliated with Berlin Batting Cages Inc. without regard to location. I expressly agree the foregoing Waiver of Liability is intended to be as broad and inclusive as is permitted by law. If any portion thereof is held invalid, I agree the balance shall continue in full force and effect. I understand Berlin Batting Cages Inc. has the right to require any person whose attitude and/or actions are deemed detrimental to Berlin Batting Cages Inc. to leave the premises with no entitlement for a refund of any fees paid. By signing this Acknowledgement of Risk & Waiver of Liability, I attest: 1) I am the custodial parent and/or legal guardian of the Minor(s) 2) I have read and understand this Acknowledgement of Risk & Waiver of Liability 3) I am voluntarily signing this Acknowledgement of Risk & Waiver of Liability 4) No representations or statements other than those set forth herein have been made to me 5) I grant Berlin Batting Cages Inc. permission to use pictures of Minor(s) on internal monitors and displays as part of its normal business operations 6) I further agree that if, despite this release, anyone on behalf of the Minor(s) makes a claim against Berlin Batting Cages Inc. or Landlord(s), I will indemnify, save and hold harmless Berlin Batting Cages Inc. and Landlord(s) from any litigation expenses, attorney fees, loss liability, damage, and all costs to Berlin Batting Cages Inc. or Landlord(s) incurred as the result of any such claim.

Printed Name of Legal Guardian

Signature of Legal Guardian

Date