



WAIVER

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN AT ACTIVITES AT HITTERS SPORTSPLEX including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. I certify that I am physically fit, have sufficiently prepared or trained for participation in the activity or event, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event. I acknowledge that this Accident Waiver and Release of Liability Form will be used by Hitters Sports or Haen Real Estate, and that it will govern my actions and responsibilities at said activity. In consideration of my application and permitting me to participate in with this activity, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns vis-à-vis the following. (A) I WAIVE, RELEASE, AND DISCHARGE the entities or persons mentioned in this paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event; (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence of release or otherwise. I acknowledge that Hitters Sports/Haen Real Estate and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific event or activity on their behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand that I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose Hitters SportsPlex/Haen Real Estate. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I CERTIFY THAT I HAVE READ THIS DOCUMENT; AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Signature, Date, Print Name

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old) The undersigned parent or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Accident Waiver and Release of Liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name Age

Signature of Parent or Guardian Date



HITTERS

TENNIS CLUB