



RELEASE AND WAIVER

In consideration of being able to participate in various activities at BALLS N STRIKES BRENTWOOD ("BNS") facility, the undersigned, on his or her own behalf, and on behalf of any executors, heirs, successors and assigns hereby acknowledges and agrees as follows:

- 1. The undersigned knowingly and fully assumes all risks, known and unknown, associated with participation in activities at BNS and waives all claims for damage to person or property arising from such participation. This release and waiver covers risks of death, serious injury and property loss whether arising from (i) negligence or carelessness on the part of the persons or entities being released and other participants, or (ii) dangerous or defective equipment;
- 2. The undersigned certifies that he or she is physically fit and may participate in the activities available at BNS and has not been advised otherwise by a qualified medical person;
- 3. The undersigned on his or her behalf and on behalf of any executors, heirs, successors and assigns hereby releases, discharges and holds harmless any authorized entity doing business as BNS and its officers, agents employees, representatives, and all affiliates, from any and all claims, damages or liability arising from death, disability, personal injury, property damage or theft, or actions of any kind;
- 4. The undersigned agrees to comply with the rules and conditions of participation expressed or posted at BNS, If the undersigned observes any significant hazard during such participation, the undersigned will promptly inform an employee of BNS;
- 5. The undersigned acknowledges that this release and waiver of liability form will be used and relied upon by BNS and that it will govern the undersigned's actions and rights; and
- 6. The undersigned shall wear protective head gear when participating in activities inside the cages. The undersigned accepts full responsibility to comply with head gear policy.

Participant Signature: _____ Date: _____
Print Name: _____
Emergency contact phone # _____
Email Address: _____
Address: _____

Parent/Guardian Acknowledgment if under 18

The undersigned parent and/or guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties referred to above of 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 releases said parties on behalf of the minor and the parents or legal guardian.

Parent/Guardian Signature: _____ Date: _____
Print Name: _____
Emergency contact phone # _____
Email Address: _____