

TIME OUT BATTING CAGES WAIVER OF LIABILITY AND RELEASE FOR USE OF BATTING CAGES

All patrons of Time Out Batting Cages must sign this Waiver of Liability and Release before they can have access to the facility's batting cages. Please review this document and the attached list of Time Out Batting Cage Rules. Feel free to ask any questions. Once you have reviewed the document and understand it, sign and date it, and return the completed, signed original to a Time Out employee. Please remember that only persons age 18 and older can sign for themselves. Any patron under the age of 18 (A MINOR) must have a parent or other legally authorized adult sign on their behalf. *Time Out is owned by a private Limited Liability Company organized under the laws of the Commonwealth of Pennsylvania.*

NAME _____ DATE OF BIRTH _____ (If under 18
Last First Middle parent or guardian must sign below)

MAILING ADDRESS _____
Street City State Zip

CELL TELEPHONE _____ E-MAIL ADDRESS(S) _____

I hereby acknowledge and agree that participation in the batting cages at Time Out ("Activity"), a baseball, softball, and athletic training facility, has inherent risks. In consideration of the services provided by Time Out, its agents, employees, officers, participants, consultants, and all persons or entities acting in any capacity on behalf of Time Out, I now agree and certify as follows:

1 I acknowledge and fully understand that I, _____ (print your name), "the Participant", or parent/legal guardian of the above listed "Minor Participant", will be engaging in activities that may involve risk of serious injury which might result from not only my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, or from the condition of the premises or of any equipment used. Further, I acknowledge and fully understand that there may be other risks not known or not reasonably foreseeable at this time. These risks may include, but are not limited to the following: the nature of the activity, latent or apparent defects or conditions in equipment or property supplied by Time Out or any other entity; acts of other participants in this activity, employees, associates, or agents of Time Out; my own physical condition or acts or omissions; conditions at the Time Out facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.

2 I expressly agree and promise to accept and assume all of the risks existing in or associated with this Activity, as described herein and otherwise. My participation in this Activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all of the foregoing risks and accept personal responsibility for any damages and/or injury resulting from any accident or incident.

3 On behalf of myself, my children, my parents, my heirs, assigns, and/or personal representatives, I hereby voluntarily waive my rights to pursue, release, forever discharge, and agree to indemnify and hold harmless Time Out and each of its respective owners, directors, agents, and employees, any parent, subsidiary, affiliates, employees, distributors and agents, other batting cage participants, and if applicable, operator or lessors of the premises used to conduct the Activity or any related event ("Releasees"), from any and all liability for any and all claims, demands, injuries, or causes of action, which are in any way connected with my participation in this Activity of my use of Time Out's equipment or facilities.

4 I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in this Activity at Time Out, or alternatively, I agree to bear the cost of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this Activity, or else I am willing to assume and bear the costs of all risk that may be created, directly or indirectly, by any such condition.

5 I hereby certify that I have been given the Time Out Batting Cage Rules (Page 2 attached) and that I will adhere to them at all times, including that I will wear a batting helmet at all times while in the batting cages. Also, if I use my own equipment (helmet, bat, etc.) while participating in the Activity, I will be solely responsible for any breakage or damage thereto as well as for any injury to myself or any others results from my use of my own equipment.

6 I hereby provide Time Out permission to administer basic First Aid and I further authorize Time Out or its agents or employees to contact 911 or other emergency responders/personnel as appropriate.

7 I understand that the pitching machines do pitch at different speeds and that every effort will be to place me with a machine/in a batting cage that takes into account what I am accustomed to and my capabilities. I agree to honestly communicate this information to the Time Out employee/attendant that assigns me to a batting cage. I agree not to change the pitching speed to a higher setting and agree that if I do reset the machine to a higher speed that this Activity becomes extremely dangerous and that I assume all responsibilities for this action.

This Waiver of Liability and Release contains the entire agreement between Time Out and the Participant (and/or his parent/guardian if a minor), and takes the place of any prior written or oral agreements between them concerning the subject matter of this Waiver of Liability and Release document. The provisions of this document may be waived, altered, amended or repealed, in whole or in part, but only with the prior written consent of all parties.

By signing this document, I acknowledge and understand that if anyone, including me, is hurt or any property is damaged, including mine, during participation in this Activity, a court of law may find that by signing this document, I have waived my right to maintain a lawsuit against Time Out and all of the Releasees (paragraph 3 above) and have released Time Out and all of the Releasees for any resulting injury, claim, or damages.

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

The undersigned Participant, or Parent/Guardian if the Participant is a minor, agrees to indemnify Time Out and hold them harmless from any loss, liability, damage or cost they may incur, whether caused by the negligence of Time Out or otherwise, during Participant's use of the Time Out batting cages.

Participant Signature _____ Date Signed _____
Print Name Sign Name

- By checking this box, I affirm I am 18 years of age or older.
- By checking this box I certify that I am under 18 and must have a parent/legal guardian sign for me below.

TIME OUT BATTING CAGE RULES

Please read the following carefully. This page is considered part of the Waiver of Liability and Release for that you are signing, in which you do accept risks associated with use of Time Out's Batting Cages. We ask that you take this page with you, and that you read it carefully and as often as you need to remember its contents.

- Your fee must be paid and this Waiver and Release form must be signed before you will be permitted to use the Batting Cages.
- If the Participant is under the age of 18 (minor), a parent, legal guardian, of other authorized adult must sign the waiver form. Proof of relationship and identification is required.
- You must be at least 8 years of age AND 48 inches to use a Time Out Batting Cage.
- If you are under 12 years of age, you must be accompanied by an adult in the Time Out Batting Cage.
- Only 1 batter is permitted in the batting cage at a time. And only one coach is permitted in the cage for the purpose of providing instruction before the machine starts to pitch. Coaches must remain outside the batting area when the machine is pitching.
- Anyone in the batting cage area MUST WEAR A HELMET, and that includes batters, coaches, pitchers,
- First time Participants must participate in a brief equipment orientation with a member of Time Out's Staff PRIOR to using the batting cages.
- Adults accompanying children (anyone under the age of 18) are responsible for the actions of the youths in the batting cages.
- Misconduct in any form, including profanity, smoking, is grounds for immediate termination of all Time Out privileges. Misconduct includes being under the influence of ANY FOREIGN SUBSTANCE, including alcohol, illegal drugs, or over-doses of prescription drugs.
- Batting cage Participants must wear closed toe shoes. Cleats are not permitted.
- If you borrow either a Time Out helmet or bat, you are expected to return it before you leave the facility.
- Pay attention to all of the signs in the Time Out facility, especially the signs in the batting cage area and those concerning operation of the equipment.
- Once the batter is in the cage and the session starts, the batter must stay in position at all times while the pitching machine is on.
- Be ALERT at all times. Do not take your eyes away from the pitching machine even for a second while the machine is throwing pitches.
- Turn the machine on at the switch. The warning light will come on, and within a 7 to 10 second delay the machine will start pitching. NOTE: the machine throws both balls and strikes so the batter must be alert at all times.
- Do not cross the plate until the red warning light goes out and the last pitch is released. If the red light is on the machine can pitch. Also, while the red light is on, do not extend fingers, arms, hands, or other body parts across the strike zone/plate.
- While in the batting cage, watch for rolling balls under your feet.
- No food or drink are permitted in the batting cages at any time. Additionally, no tobacco products, sunflower seeds, or chewing gum permitted at any time in the batting cage area.
- No horseplay, fooling around, or heckling of other participants permitted at any time. No fence climbing permitted.
- No one is to swing a bat except Participants in the batting cages.
- Spectators and those not actively participating in the Activity must stand outside of the netted area.
- When your time is up, we ask that you put the balls back into the bucket, but we do not want you to reach into the machine to get a ball. We will get those balls.
- You must report any accidents or injuries to a Time Out employee as soon as possible.
- If you have any concerns at any time, please let a Time Out employee know.
- If you need assistance at any time, please see a member of the Time Out Team. Do not attempt to correct any