



Waiver of Liability and Release

I hereby acknowledge and agree that participation as well as use of the Neilson Fieldhouse, an Indoor Sports Facility managed by the Bemidji Indoor Sports Commission, Inc, has inherent risks. In consideration of the services provided by the Bemidji Indoor Sports Commission, Inc (hereinafter referred to as BISC), and its officers, participants, consultants, partner organizations, employees and all persons or entities acting in any capacity on their behalf, I now agree and certify as follows:

- I acknowledge and fully understand that I, _____, the participant (if participant is 18 years of age or older) 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 not only from my own actions, inactions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by BISC or other entity; acts of other participants in this activity, employees or agents of BISC; my own physical condition, acts of omissions; conditions of the Neilson Fieldhouse facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.
- I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury.
- On behalf of myself, my children, my parents, my heirs, assigns, and personal representatives, I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless BISC and their respective directors, agents, participants, consultants, and other employees; their subsidiaries, affiliates, employees, distributors and agents, other batting cage participants, and if applicable, operator or lesser of premises used to conduct the event/activity, from any and all liability for any and all claims, demands of causes of action which are in any way connected with my participation in this activity or my use of BISC equipment or facilities.
- I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities 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.

- I hereby certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all times while in the batting cages.
- I hereby provide BISC permission to administer basic first aid and I authorize BISC or its agents or employees to contact 911 or other emergency personnel as needed.
- I hereby certify that I have been given the Rules & Regulations for BISC and will adhere to them.
- I do hereby give BISC its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

By signing this document, I acknowledge that if anyone is hurt, property is damaged during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against BISC and each of the parties listed in paragraph 3 above on the basis of any claim from which I have released them from.

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)

Print Name of Signatory

Date