

WAIVER AND RELEASE OF LIABILITY

By clicking the boxes, I the parent or guardian of the participant, recognize and acknowledge that activities at the **Empire Sports Performance**, which includes the gym and or batting cages, located at 849 N. Cocoa Blvd. Cocoa, FL. 32922 involve risk of serious injury, including permanent disability or death, and severe social and economic losses which might result from participant action, inaction, negligence of others, rules of play, or the condition of the premises or any equipment used. Further, I understand that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by myself. In my absence, I authorize the instructor, coach or owner of **Empire Sports Performance** to call for emergency rescue services for my child should they be necessary in the case of injury or suspected injury, or during the times that they are participating in an activity at **Empire Sports Performance**. I authorize the attending physician at the hospital to administer necessary emergency medical care to the above individual upon arrival at the hospital. I will accept responsibility for the payment of any and all treatment provided therein including emergency rescue services. I certify that my child is capable of participating safely in the activities at **Empire Sports Performance**. I understand that **Empire Sports Performance** do not provide accident, health, or life insurance coverage for my child during program participation. I further understand that I am legally responsible for actions of my child including, but not limited to, any damage to private or public property. I am legally responsible for my own and/or my child's welfare and actions including personal needs and medical expenses. I agree to hold **Empire Sports Performance** and its representatives harmless from any loss, damage, or injury which may result from me or my child's participation in activities at **Empire Sports Performance**. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused in whole or in part by the negligence of **Empire Sports Performance**. I further agree to release, waive and discharge, and covenant not to sue **Empire Sports Performance** for any claims, demands, or actions whatsoever arising out of any damage, loss, or injury incurred on or to me or my child as a result of my participation or my child's in activities at **Empire Sports Performance**. This release of liability and indemnity applies to myself or my child, as well as any personal representatives, assigns, heirs and next of kin.

I have read and fully understand the effect of the relinquishment of the rights that I hereby waive. Additionally, I have read and fully understand the Batting Cage Rules and Gym Rules.