

WAIVER AND RELEASE OF LIABILITY

PARTICIPANT'S NAME: _____

CELL PHONE NUMBER: _____

EMAIL: _____

DATE OF BIRTH: _____

I, the undersigned 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 the undersigned. I authorize the instructor, coach or owner of **Empire Sports Performance** to call for emergency rescue services for (my name) _____ should they be necessary in the case of injury or suspected injury, or during the times that the above named individual is participating in an activity at **Empire Sports Performance**. I authorize the attending physician at the hospital to administer necessary emergency medical care to myself 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 I am capable of participating safely in the activities at **Empire Sports Performance**. I understand that the owners of **Empire Sports Performance** do not provide accident, health, or life insurance coverage for myself, my child or participant during program participation. I further understand that I am legally responsible for participants/my actions including, but not limited to, any damage to private or public property. I am legally responsible for participants/my own welfare and actions including personal needs and medical expenses. I agree to hold the owners of **Empire Sports Performance** and its representatives harmless from any loss, damage, or injury which may result from me participating 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 the owners of **Empire Sports Performance**. I further agree to release, waive and discharge, and covenant not to sue the owners of **Empire Sports Performance** for any claims, demands, or actions whatsoever arising out of any damage, loss, or injury incurred on or to me as a result of my participation in activities at **Empire Sports Performance**. This release of liability and indemnity applies to me, the undersigned, 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.

Signature _____ Date _____