

RELEASE, WAIVER, AND ASSUMPTION OF RISK
PLEASE READ CAREFULLY AS THIS AFFECTS YOUR RIGHTS:

I, _____ (parent/guardian if "Participant" is not at least 18) for (minor's name) _____ with an address of _____ (the "Participant"), on behalf of myself or as the parent / legal guardian of the Participant, understand that the Participant will be participating in athletic & training activities (including, but not limited to batting cage practice, fielding, throwing, running, strength training, and other physical activities) (collectively known as the "Activities") at the "Facilities" located at 616 & 620 – 59th Street, in Kenosha, Wisconsin (also known as the "Lakefront Dugout, LLC").

In consideration of being allowed to access the Facilities and participate in said Activities at the Facilities, the Participant and/or the Participant's parent or legal guardian, I, individually or on behalf of the Participant, acknowledge and agree to the following:

1. Participant is aware that participation in these Activities will take place in enclosed area that will expose Participants & onlookers to the risk of injury by collision with flying objects, and/or others Participants. In addition, Participant is aware that Activities will involve strenuous physical exercise, flying baseballs, swinging of bats, participation with other Participants, running, jumping, and other activities, & that Activities may take place on a day with higher or lower than normal temperatures & humidity, & that such strenuous physical activity and related activities, particularly in conjunction with such weather & team playing conditions, will expose the participant to certain inherent risks & dangers, including, but not limited to the risk of injury by being hit by flying baseballs, swinging bats, other Participants, falling, tripping, over-exertion, dehydration, risk of heart attack, stroke, heat stroke, & the like, along with loss of personal property.
2. Participant understands & agrees that these risks cannot be eliminated, without jeopardizing the essential qualities of the Activities.
3. Participant accepts and assumes all of the risks inherent in these Activities and all other risks that might be caused by the negligence of the parties being released herein. The Participant's participation in these Activities is purely voluntary and the Participant elects to participate despite the risks. If at any time the Participant believes that the Activities are unsafe or that the Participant is unable to participate due to physical or medical conditions, then the Participant will immediately discontinue participation.
4. I represent that I and/or my children are physically fit and suffer from no conditions which would make participation in this activity unreasonably dangerous. I am relying on my own judgment as to my physical fitness, and the physical fitness of my children for participation in this activity, and on behalf of myself and my children, I hereby assume all risks associated with such participation.
5. In further consideration of the acceptance of participating in Activities at the Facilities, and on behalf of myself and my children, our respective heirs and assigns, I hereby waive all claims and causes of action I might otherwise have against Lakefront Dugouts, and all of its owner, employees, agents, volunteers, and other participants (the "Released Parties"), and I hereby release said parties from any and all liability for any injuries, losses, or damages which in any way are caused by participation in these Activities, including any injuries, loses, or damages caused by the negligence of the Released Parties in participating in these Activities.
6. Participant represents that he/she has adequate health insurance to cover any injury or damage Participant may suffer or cause while participating in such Activities, and agrees that the Participant shall bear all costs and expenses incurred in the event any injury or damage occurs to the Participant. Participant further represents that the Participant has no medical or physical condition which would interfere with the Participant's safety in these Activities, or else the Participant is willing to assume and bear the costs of all such risks that may be created, directly or indirectly, by any such condition.
7. Participant agrees that all claims raised shall be venued in Kenosha County, WI & that in the event any portion of this agreement is deemed void or unenforceable, the remaining portions shall remain in full force and effect.
8. Participant grants Lakefront Dugout, LLC permission to use, adapt, modify, reproduce, distribute, publically perform and display, in any form, the Participant's image, likenesses, voices and names by incorporating them in any print material, photo exhibits, videos, social media, and /or any other media for commercial, informational, educational, advertising, or any other related purposes of Lakefront Dugout, LLC, and waive any right to compensation for said uses by Lakefront Dugout, LLC as set forth herein.
9. **Participant acknowledges that he/she has had an opportunity to request modifications to the terms of this agreement.**

I HAVE READ THE ABOVE RELEASE AND UNDERSTAND THAT I AND/OR MY CHILDREN ARE PARTICIPATING IN THESE ACTIVITIES AT MY/HIS/HER OWN RISK.

Signature (Parent if Participant Not 18) _____ Date: _____

Signature (Participant) _____ Date: _____

Emergency Contact Information: Mobile: _____ Email: _____