

# PARTICIPANT WAIVER



GROUP NAME: \_\_\_\_\_

PARTICIPANT NAME (PRINT): \_\_\_\_\_

*Please read carefully. By signing this document, you forfeit certain legal rights.*

1. The undersigned Participant certifies that he/she is in good physical condition and able to participate in any sports training activities including, but not limited to, physical strain and exertion. Participant certifies, further, that any and all information Participant has provided to Elite Athletic Training Academy is true accurate and complete in all respects. **Initials** \_\_\_\_\_
2. Participant understands and agrees that there are risks involved in participating in any exercise and sports training activities in any capacity, including but not limited to: as a coach, trainer, or player or spectator. Participant acknowledges and agrees that the use of the facilities at Elite Athletic Training Academy naturally involves risk of injury to Participant and potentially others, whether caused by Participant or anyone else, including without limitation the risks inherent in use (or misuse) of sports and/or training equipment should Participant elect to use such equipment. By requesting entry into Elite Athletic Training Academy or enrolling in any group or individual training program at the facility, Participant voluntarily assumes all such risks. Participant agrees that to reduce the risk of injury, Participant shall comply with any and all rules of Elite Athletic Training Academy, including without limitation any safety rules and the requirement that players who are batting shall wear age-appropriate batting helmets approved by the batter's league or by a recognized safety organization. Participant is aware that neither Elite Athletic Training Academy nor any Center instructor, agent or employee provides medical advice or treatment, or medical or any other kind of insurance coverage, to participants. **Initials** \_\_\_\_\_
3. Participant understands and agrees that Elite Athletic Training Academy will not be liable for any claim relating to any injury, harm, loss or damage, including, without limitation, personal, bodily or mental injury, economic loss or any damage to Participant, Participant's spouse, Participant's agents, guests, children, parents, or other relatives, or any of their property, as applicable, resulting from the use of Elite Athletic Training Academy facilities, unless such injury, harm, loss or damage was determined by a court of competent jurisdiction by final and non-appealable judgment to have been the direct result of the gross negligence or willful misconduct of Elite Athletic Training Academy or any of its instructors, employees or agents. This limitation of liability applies to any and all (i) activities relating to indoor baseball and/or sports training lessons, programs, games, practices, demonstrations, drills, batted or pitched balls, turf-related activities, exercises required by instructors, coaches or trainers, (ii) accidents, break-ins, vandalism, theft, or other activities at Elite Athletic Training Academy, whether inside the facility or in the parking lot, and (iii) any other activities and events of any kind occurring at Elite Athletic Training Academy, whether inside the facility or in the parking lot (collectively, the "Activities"). **Initials** \_\_\_\_\_
4. Participant understands that Elite Athletic Training Academy does not manufacture any of the sports training and/or fitness equipment at its facilities, but purchases or leases equipment from third parties. As such, Participant understands that Elite Athletic Training Academy is providing recreational facility opportunities and related services only, does not make any representations or warranties of any kind as to products and equipment in the facility, and may not be held liable to the extent any such products or equipment are defective. **Initials** \_\_\_\_\_
5. Participant certifies that Participant, either personally or through Participant's sports league, association, or through other means, has adequate insurance coverage with respect to any and all possible losses, claims, injuries, liability, damage, or other insurable event that could occur in connection with Participant's participation in any Activities. **Initials** \_\_\_\_\_
6. Intending to be legally bound, Participant hereby, for Participant's self, and for Participant's heirs, agents, executors and administrators, knowingly and voluntarily waives and, forever releases discharges Elite Athletic Training Academy of and from, any and all rights and claims, whether known or unknown, for damages Participant might accrue against Elite Athletic Training Academy or its owners, principals, officers, employees, or agents, any instructors of sports training classes, and any successors, representatives and assigns of the foregoing, for any and all injuries suffered by Participant or damage to Participant's property, while participating in (or traveling to or from) any Activities conducted at Elite Athletic Training Academy, whether inside the facility or in the parking lot. **Initials** \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant (if 18 or over)

\_\_\_\_\_  
Emergency Phone Number

\_\_\_\_\_  
Signature of Parent or Guardian (**Required if Participant is Under 18**)

\_\_\_\_\_  
Physician Name

\_\_\_\_\_  
E-Mail address

\_\_\_\_\_  
Physician Number

\_\_\_\_\_  
Address

Permission to take Participant to above Physician if necessary: Yes or No