

Waiver of Liability and Release for use of Virginia Venom Batting Cages @ WISC

Player's Name: _____

I hereby acknowledge and agree that participation in the Batting Cages located within the Williamsburg Indoor Sports Complex has inherent risks. In consideration of the services provided by Williamsburg Indoor Sports Complex and Virginia Venom Baseball Organization, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as WISC & Virginia Venom) I now agree and certify as follows:

1. 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 the Virginia Venom & WISC or other entity; acts of other participants in this activity, employees, volunteers or agents of the Virginia Venom & WISC; my own physical condition, acts or omissions; conditions of the WISC & Virginia Venom facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.
2. 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.
3. On behalf of myself, my children, my parents, my heirs, assigns, personal representatives I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the Virginia Venom organization and WISC, and each of their respective commissioners, directors, agents, sponsors, and other employees, its parent, subsidiaries, affiliates, employees, distributors, and agents, other Batting Cage participants, and, if applicable, operator or lessors 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 the Virginia Venom & WISC equipment or facilities.
4. 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 costs 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 risks that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I have read and am familiar with the Batting Cage Rules and Regulations and will comply with conditions set forth therein.
6. I acknowledge and 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 helmet at all times while in the Batting Cages.*** I hereby provide the Virginia Venom organization & WISC permission to administer basic First Aid and I authorize its agents or employees to contact 911 or other emergency personnel as needed.

By signing this document, I acknowledge that if anyone is hurt, or 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 the Virginia Venom organization, WISC, and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE 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 and relationship of Signatory _____ Date _____

I/We the parent(s)/guardian(s) of the above mentioned minor child, do give my/our approval to his/her participation in the **Colonial Baseball Instruction LLC** Clinic/Camp. I/We assume all risks and hazards incidental to such participation; and I/We do hereby waive, release, absolve, indemnify, and agree to hold harmless **Colonial Baseball Instruction LLC**, the organizers, sponsors, and participants of any clinic activities for any claim arising out of any injury to my/our child to the extent covered by accident or liability insurance.

Signature: _____ Date: _____

Batting Cage Rules and Regulations

- First time users must undergo a brief equipment orientation with Venom or WISC staff
- NO ONE CAN USE PITCHING MACHINES WITHOUT VENOM COACH FEEDING the pitching machine
- Youth under the age of 14 must be accompanied by an adult
- Adults are responsible for the actions of the youths in the batting cage. Misconduct will result in immediate termination of privileges
- Closed-toed shoes must be worn
- No cleats allowed
- ***No food or drink allowed***
- **Batters must wear helmets at all times while in the batting cage**
- When pitching you must stand behind the safety net
- Spectators and those not batting or pitching need to stand outside of the netted area
- Please take practice pitches before inviting the batter into the cage.
- The only people swinging a bat are those in the cages
- Once your time is up, please put all balls back into the bucket and put the bucket back in storage area.
- ***FEE MUST BE PAID AND WAIVER FORM MUST BE SIGNED BEFORE USING THE BATTING CAGES – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM***