



**All Athletes, Coaches, and Parents must complete a waiver if they will be facilitating or otherwise participating in team and individual practices. Waivers must be renewed annually.**

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\_\_\_\_\_ I hereby acknowledge and fully understand that participation in the activities at Over the Fences (OTF) has inherent risks. In consideration of the services provided by Over the Fences (OTF), the owners (Juan Sanchez, Frank Denton and Jennifer Denton), their agents, officers, participants, consultants, installers, employees and all persons or entities acting in any capacity on their behalf. I agree and certify as follows:

\_\_\_\_\_ I acknowledge the contagious nature of the Coronavirus/COVID-19 and that Over the Fences (OTF) cannot guarantee that I will not become infected. I further acknowledge that preventative measures have been put in place at Over the Fences (OTF) to reduce the spread of the Coronavirus/COVID-19. Over the Fences (OTF), and its owners, are unable to guarantee the air quality in or around the training facility nor can we guarantee the air quality is absent of airborne pathogens or viruses. I understand the risk of becoming exposed and/or infected with the Coronavirus/COVID-19 may result from the actions, omission, or negligence of myself or others. I will not hold Over the Fences (OTF), officers, agents, and employees, harmless from and against all actions, suits, damages, liability, or other proceedings that may arise as the result of using the facilities.

\_\_\_\_\_ I acknowledge that the training, programs, practices, events and use of the equipment at Over the Fences (OTF) may expose me to inherent risks, including accidents, injury, illness, or even death. I assume all risks associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather including high heat and/or humidity, and all other such risks, including but not limited to the use of baseball/softball bats and balls. I hereby acknowledge my responsibility in communicating any physical, psychological, or health concerns or that might conflict with participation in any activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in.

\_\_\_\_\_ 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 cost 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 risk that may be created, directly or indirectly, by any such condition. I hereby provide Over the Fences (OTF) permission to administer basic first aid and I authorize Over the Fences (OTF) or its agents or employees to contact 911 or other emergency personnel as needed.

\_\_\_\_\_ I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, I have read all the rules and I agree that I will wear a batting helmet at all times while in the batting cages.

(For adults over the age of 18, if you forgo use of a helmet, you are doing so under your own free will and agree to cover any injury or damage incurred or caused to yourself. I hereby voluntarily release, waive, and indemnify and hold harmless Over the Fences (OTF) and each owner (Juan Sanchez, Frank Denton and Jennifer Denton), commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, 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 Over the Fences (OTF) equipment or facilities.)

\_\_\_\_\_ I do hereby give Over the Fences (OTF) its assignees, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

\_\_\_\_\_ Having read this waiver and knowing these facts, and in consideration of acceptance of my participation and Over the

