

Top Dog Athletics

Waiver of Liability and Release For Use of Top Dog Performance Center

Last Name	First Name	DOB
Phone Number	Email	

I hereby acknowledge and agree that participation in the batting cages within Top Dog Performance Center an athletic training facility has inherent risks. In consideration of the services provided by Top Dog Performance Center, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to as Top Dog Performance Center) I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (if participants 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 reasonable 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 Top Dog Performance Center or other entity; acts of other participants in this activity, employees or agents of (Top Dog Performance Center); my own physical condition, acts of omissions; conditions of Top Dog Performance Center 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 representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless Top Dog Performance Center and each of their respective 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 Top Dog Performance Center 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 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.

5. I hereby certify that I am at least 18 years old, or the part or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all times while in the batting cages. I hereby provide Top Dog Performance Center permission to administer basic first aid and I authorize Top Dog Performance Center or its agents or employees to contact 911 or other emergency personnel as needed.

6. I hereby certify that I have been given the Rules & Regulations for batting cage use and will adhere to them.

7. I do hereby give Top Dog Performance Center its assigns, 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.

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 (insert company name) and each of the parties listed in Paragraph 3 above on the basis of any claim from which I have release them herein.

I HAVE HAD SUFFICIENT TIME TO READ THIS 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 of Signatory _____

Date _____

MEDIA CONSENT, RELEASE, AND WAIVER

I hereby give consent to Top Dog Athletics (the "organization") to photograph, videotape, or otherwise digitally record and use images and/or sound recordings of myself or my child or children (if applicable) to use in any public media, including radio, television, internet, social media, print or in any of the organization's or its partners' publications, productions, or posts. I understand that the intended use of such images and information is solely for the purpose of advertising, marketing, fundraising and/or the promotional and public awareness purposes for the organization. I hereby waive any rights or interest in the images or recordings, as contemplated in this release.

I acknowledge that this consent to use images and/or recordings is being made solely for the benefit of the organization and comes without any expectation of monetary compensation or other benefit to me. To the extent that any benefit accrues or might accrue to the organization from the use of images or information, I hereby and forever waive any interest in or claim to such benefits.

I hereby release and forever discharge the organization (including without limitation all corporate affiliates and officers, directors, trustees, donors, employees, agents and volunteers) from any and all claims, liability, actions, suits, demands, costs, expenses or indebtedness arising out of, related to, or in any way connected with the use of images and materials described herein, and I hereby waive all rights and interest in and to such information and materials.

I further acknowledge that there is no guarantee that any or all of the participants' images or recordings will be used in any released media.

I have been informed that this authorization is voluntary and is subject to revocation at any time, except to the extent that action has been taken in reliance thereon, by notifying the organization in writing at:

Name of Adult (Parent or Legal Guardian if applicable) ***(please print)***

Name of Child/Children (if applicable) ***(please print)***

Signature of Adult (Parent or Legal Guardian) Date

Return To Coach

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/ COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Top Dog Performance Center, Top Dog Softball, Top Dog Baseball, and Top Dog Basketball (“the Club”) has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Club could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

Signature of Parent/Guardian Date:

Print Name of Parent/Guardian Name of Club Participant(s):

Return To Coach

Release and Waiver of Liability, Assumption of Risk, and Indemnity and Parental Consent Agreement (“Agreement”)

IN CONSIDERATION of being permitted to participate in any way **Baseball, Basketball, and Softball** activity (“Activity”) at any time during the current calendar year I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I under the nature of **Baseball, Basketball, and Softball** Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) **Baseball, Basketball, and Softball** ACTIVITIES INVOLVE RISK AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participating in the Activity, the condition in which the Activity takes place, or the THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the **TOP DOG PERFORMANCE CENTER**, its administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes places, (each considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLIGENT, RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may be incurred as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: _____

PARTICIPANT'S SIGNATURE: _____

DATE: _____

Below section must be completed by Parent/Guardian for any participant under the age of 18.

MINOR RELEASE

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF **BASEBALL, BASKETBALL, AND SOFTBALL**, ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIMS AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR ANY COST THAT MAY OCCUR AS A RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____ I HAVE READ THIS RELEASE

ADDRESS: _____
(Street) (City) (State) (Zip)

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): _____ I HAVE READ THIS RELEASE

DATE: _____

Return To Coach

Medical Release

I/We, the parents/guardians of (Athlete Name) _____, do hereby give my/our approval for their participation in any and all Top Dog Performance Center activities. I/We hereby grant permission to all managing personnel or representative to authorize and obtain medical care, at my/our expense, from any licensed physician, hospital, or medical clinic should the player become ill or injured while participating in Top Dog Performance Center activities away from home, or where neither the parent or legal guardian is available to grant authorization for emergency treatment.

I/We assume all risks and hazards associated to my/our child's participation, including transportation to and from the activities; and do hereby waive, release, absolve, indemnify and free to hold harmless Top Dog Performance Center, the organizers, sponsors, supervisors, participants and persons transporting the player to and from the activities, for any and all claims arising out of an injury to the player.

I/we further agree to furnish a certified certificate of birth for the player, upon the request of Top Dog Performance Center.

Medical Diagnosis/ Allergies	Medication	Dosage	Frequency

Insurance Company: _____

Policy # _____ Group # _____

Signature of Policy Holder (Guardian/Parent) _____

Date _____

Print Name (Policy Holder) _____

Relationship _____

Return To Coach

Authorization of Treatment

I/We authorize for my child (Athlete's Name) _____ to receive whatever medical care is deemed necessary or advisable by physician, dentist, or any emergency medical personnel in the case of an emergency during my/our absence, while my/our child is involved with Top Dog Performance Center. I/We acknowledge that the medical information provided to Top Dog Performance Center is true, accurate, and correct and Top Dog Performance Center may rely on the information provided if my/our child needs any emergency medical or dental care.

Parent/Guardian Signature _____ Date _____

Parent/Guardian Signature _____ Date _____

Emergency Contact Information

Emergency Contact #1

Name _____ Relationship _____

Phone Number _____

Emergency Contact #2

Name _____ Relationship _____

Phone Number _____

Emergency Contact #3

Name _____ Relationship _____

Phone Number _____

Emergency Contact #4

Name _____ Relationship _____

Phone Number _____