



**ATHLETES
NATION**

Athletes Nation Athletic Training Facility

107-125 Carleton Drive, St. Albert, AB T8N 3S6

Phone: 780-458-3700

www.athletes-nation.com

BATTING CAGE INDIVIDUAL WAIVER (Prospects Academy)

(Please print.)

DATE _____

NAME: _____ **BIRTHDATE:** _____

PARTICIPANT WAIVER/RELEASE FORM ("AGREEMENT")

IN CONSIDERATION of my/the minor's participation in any way in any Athletes Nation, SAS Sports Performance Centres Inc., activity ("ACTIVITY") I, for myself, the minor, my personal representatives, assigns, heirs, and next of kin: 1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am/ the minor is 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 conditions to be unsafe, I/ the minor will immediately discontinue further participation in the Activity. 2. FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own/ the minor's actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or 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/ the minor incurs as a result of my/the minor's participation in the Activity. 3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE SAS Sports Performance Centres Inc./Athletes Nation (collectively, "**SAS Sports Performance Centres, Inc.**"), their parent, related, affiliated, and subsidiary companies, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns of each of the foregoing entities, and SAS Sports Performance Centres, Inc. Associations, clubs, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by the SAS Sports Performance Centres Inc., (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND **WAIVER** OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my/the minor's behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. I ACKNOWLEDGE THAT THE TIMES (SCHEDULE) FOR EVENTS MAY CHANGE. I, or we, grant to the Directors, Assistants, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if believed necessary for the minor en route to or from or at the site of SAS Sports Performance Centres Inc. event or hospital or other medical facility. I understand that should a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I hereby authorize SAS Sports Performance Centres Inc. to allow the reproduction, dissemination, and/or publication of my / the minor's name and/or likeness for media coverage, public relations, or any other purpose which may involve the use of photographs, films, and/or video tape recording and understand that SAS Sports Performance Centres Inc. retains title, exclusive and unlimited rights to all internet streaming files including live and archived games, interviews, and events broadcast to the Internet. This is to be done in conjunction with my/the minor's participation in this SAS Sports Performance Centres Inc. event and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my/the minor's participation in this event, nor will I/the minor receive any payment for the possible commercial use of my/the minor's name or likeness. **INSURANCE:** Excess medical insurance is provided for any member **athlete** participating in an SAS Sports Performance Centres Inc. -sanctioned practice or event. If such **athlete** has other medical coverage, theirs will be applied first, followed by this excess coverage.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT 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 THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. MINOR RELEASE; AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY—AS IS, WITHOUT MODIFICATION, ACCOMMODATION, OR SPECIAL PERSONNEL (AND THAT IF NOT, I WILL PAY ALL EXPENSES RELATED THERETO). I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR 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 CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

This Agreement shall be governed by the laws of the Province of Alberta, and **the Parties agree that any legal action relating to or arising out of this Agreement shall be brought exclusively in binding Arbitration in Edmonton, Alberta**, through an Arbiter approved by SAS Sports Performance Centres Inc, and subject to the Rules of the applicable Arbiter, and applicable Alberta Law.

ADDRESS: _____ **CITY:** _____ **POSTAL** _____

HOME TEL #: _____ **CELL#:** _____

****PARTICIPANT EMAIL ADDRESS:** _____

PARTICIPANT SIGNATURE: _____

NAME

(Printed): _____

(THIS SECTION BELOW FOR PARENTS OF MINORS ONLY)

PRINTED NAME OF PARENT/GUARDIAN: _____

PARENT/GUARDIANS SIGNATURE _____

(only if participant is under 18 years of age)

DATE: _____

PHONE: _____ **(if different from above)**

*****PARENT/GUARDIAN EMAIL ADDRESS:** _____

EMERGENCY CONTACT #: _____