

**RELEASE AND WAIVER OF LIABILITY:** Velocity Baseball and Softball LLC. requires acknowledgement of this agreement to participate at the facility.

You agree to follow all rules of conduct established in conjunction with any activity. Failure to follow the rules will result in your removal from the activity, and you agree that any program fees paid will be kept and not refunded. In the event of a problem while engaged in the activity, notify the staff.

In the event of injury, Velocity Baseball and Softball LLC nor any staff are required to provide or approve any medical treatment. Staff are not trained to provide detailed medical care and shall not, without prior agreement, provide medications. All costs of emergency care are the responsibility of the participant/participant's legal guardian(s).

YOU AGREE, ON HIS OR HER BEHALF AND ON BEHALF OF ANY PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Velocity Baseball and Softball LLC, its owners and employees from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Velocity Baseball and Softball LLC, or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using equipment therein or participating in any program affiliated with the Velocity Baseball and Softball LLC.

YOU AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS Velocity Baseball and Softball LLC, its owners and employees, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Velocity Baseball and Softball LLC. The undersigned understands and agrees that Velocity Baseball and Softball LLC is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the Velocity Baseball and Softball LLC. The undersigned agrees and acknowledges that use of the Velocity Baseball and Softball LLC facilities and services, and participation in the Velocity Baseball and Softball LLC programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage.

YOU HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of Velocity Baseball and Softball LLC, and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the Velocity Baseball and Softball LL.

You further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of RELEASE AND WAIVER OF LIABILITY the State of Iowa and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I HAVE

CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT AND I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS

By accepting this agreement

- I state that I am the parent or authorized legal guardian of the named child.
- I give permission for the child to participate in all activities at our offered by Velocity Baseball and Softball LLC.
- I authorize Velocity Baseball and Softball LLC and its staff to provide or approve medical treatment for my child. I will be responsible for all cost and expenses of any medical treatment. I also understand, however, that neither Velocity Baseball and Softball LLC nor any Staff are required to provide or approve any medical treatment.
- I may be financially responsible for repairs and/or replacement of equipment within Velocity Baseball and Softball if I am found to be careless, destructive, and/or negligent in using the equipment.

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Player's name

\_\_\_\_\_  
Team Name

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent's Cell phone

\_\_\_\_\_  
Parent's Email