



Waiver of Liability and Release for the use of Rookies LLC

I, the undersigned participant /parent or legal guardian of the participant recognize and acknowledge that the activities at Rookies, involve risk of serious injury, including permanent disability or death, and serve social and economic losses which might result from participant action, inaction, negligence of others, rules of play, or the condition of the premises or any equipment used there on. Further, I understand that there may be other risks not known or reasonably foreseeable at this time and that such risks shall be assumed by the undersigned. In my absence, I authorize the instructor, coach, or owner of Rookies to call for emergency should they be necessary in the case of injury or suspected injury, or during the times that the above named individual is participating in activity at Rookies. I will accept responsibility for the payment of any and all treatment provided therein including emergency rescue services.

I certify that the above name is capable of participating safely in the activities at Rookies. I understand that the owners of Rookies do not provide accident, health, or life insurance coverage for the above named participant during program participation. I further understand that I am legally responsible for actions of the above named individual including, but not limited to, any damage to private or public property. I am legally responsible for my own and/or my child's welfare and actions including personal needs and medical expenses. I agree to indemnify and hold the owners of Rookies and its representatives harmless from any loss, damage or injury which may result from me or my child's participation in activities at Rookies. The release of liability and indemnity applies equally to losses,

damages or injuries caused or alleged to be caused in whole or in part by the negligence of the owners of Rookies. I further agree to release, waive and discharge, and covenant not to sue the owners of Rookies for any claims, demands, or actions whatsoever arising out of any damage, loss or injury incurred on or to me or my child as a result of my participation or my child's in activities at Rookies. This release of liability and indemnity applies to me, the undersigned, or my child, as well as any personal representatives, assigns, heirs and next of kin.

Rookies Rules and Regulations

- If you are registered and have been provided an access code to Rookies, you are individually responsible for any and all persons you allow access into the facility regarding injury, theft or destruction of Rookies property.
- Youth under age 16 must be accompanied by an adult 18 years of age or older at all times.
- Only persons age 16 or older are permitted to feed balls into the pitching machines.
- Batters must always wear a batting helmet when a pitching machine is being used.
- You must stay behind the safety screen when operating a pitching machine or throwing live batting practice.
- Individuals not pitching, catching or hitting must remain outside of the netted tunnel.
- Closed – toe shoes must be worn at all times.
- No molded baseball/softball cleats or spikes are permitted at any time.