

Downtown Athletic Club

Waiver of Liability and release for use of the facilities at the Downtown Athletic Club

I hereby acknowledge and agree that participation in the facilities located within the Downtown Athletic Club, has inherent risks. In consideration of the services provided by the Downtown Athletic Club, their agents, officers, participants, consultants, employees, and all persons or entities acting on their behalf (hereinafter referred to as Downtown Athletic Club) I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (if participant 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 reasonably foreseeable at the 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 the Downtown Athletic Club, or other entity; acts of other participants in this activity, employees or agents of the Downtown Athletic Club; my own physical conditions, acts or omissions; conditions of the Downtown Athletic Club facility and surrounding grounds or terrain and accidents connected to their use; first aid emergency treatment or other services.
2. I expressly agree and promise to accept and assume all the risks existing in the 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 representatives I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the Downtown Athletic Club, and each of their respective commissioners, directors, agents, and other employees, its parent, subsidiaries, affiliates, 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 the Downtown Athletic Club equipment or facilities.
4. I further understand and hereby certify that I am legally responsible for actions of my child, including, but not limited to, any damage to the Downtown Athletic Club, or private, public property. 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 costs 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 risks that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I have read and am familiar with the Facilities Rules and Regulations and will comply with conditions set forth therein.
6. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I agree My child and I MUST wear a helmet at all times while in and around the batting cage. I hereby provide the Downtown Athletic Club permission to administer basic First Aid and I authorize the Downtown Athletic Club or its agents or employees to contact 911 or other emergency personnel as needed.
7. Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Oregon and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in the activity a court of law may find me to have waived my right to maintain a lawsuit against the Downtown Athletic Club and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE 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 _____ Date: _____

Printed name of Signatory _____ Printed name of Participant _____

