ULTIMATE BATTING CAGES LLC 1541 Bourbon Parkway, Unit B, Streamwood, IL 60107 P: 224.474.0189

ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

PLAIN ENGLISH SUMMARY (NOT A SUBSTITUTE FOR THE FULL AGREEMENT)

This is a short explanation of what you're signing.
It **does not replace** the full legal agreement below. You should read everything before signing.

- **This activity has risk.** You or your child can be hurt by balls, bats, slips, trips, collisions, or equipment. Injuries can be serious.
- **You accept those risks.** By signing and participating, you're choosing to accept these risks.
- **Adults give up some rights to sue.** If you're 18 or older, you agree, as much as the law allows, not to sue the business for ordinary negligence if you're hurt.
- **Parents can't fully sign away a child's rights.** But parents/guardians still:
    - Consent to the child participating,
    - Acknowledge the risks, and
    - Agree to take responsibility and indemnify the facility as much as the law allows.
- **You agree to follow safety rules.** Helmets when required, no horseplay, follow staff instructions.
- **Ask questions if you're unsure.** You can talk to staff or a lawyer before signing.

If anything in this summary conflicts with the full agreement, the **full agreement controls**.

1. PARTICIPANT & CONTACT INFORMATION

Participant Name: _____
Date of Birth: ____ / ____ / _____
Phone: _____ Email: _____

If Participant is under 18:

Parent/Guardian Name: _____
Relationship: _____ Phone: _____

2. ACKNOWLEDGEMENT & ASSUMPTION OF RISK

I understand that using batting cages and related facilities involves **inherent risks**, including but not limited to:

- Being hit by balls or bats
- Slipping, tripping, or falling
- Collisions with netting, turf, walls, equipment, or people
- Sprains, strains, fractures, concussions, and other serious injuries
- In rare cases, **serious injury, paralysis, or death**

I understand these risks **cannot be completely eliminated**, even with reasonable care.

By signing and/or participating, **I freely and voluntarily assume all such risks**, whether known or unknown, arising from my own actions, the actions of others, the condition of the premises or equipment, and from ordinary negligence of ULTIMATE BATTING CAGES LLC and its owners, employees, and agents, **to the fullest extent allowed by law**.

3. RELEASE OF LIABILITY (ADULT PARTICIPANTS ONLY)

If I am 18 years of age or older, in consideration of being allowed to enter and use the facility, I, for myself and my heirs, executors, and assigns:

- **Release and discharge** ULTIMATE BATTING CAGES LLC, its owners, members, managers, employees, contractors, and agents ("Released Parties") from any and all claims, demands, actions, or causes of action for injury, death, or property damage arising out of or related to my presence at or use of the facility; and additionally and unconditionally, irrevocably, forever and fully release, acquit, and forever discharge the Released Parties with respect to the following, including its predecessors, principals, parents, heirs, successors, assigns, subsidiaries, affiliates, commonly controlled entities, companies, enterprises, ventures, partners, insurers, investors, attorneys, officers, shareholders, directors, agents, representatives, members, employees, administrators, executors, personal representatives, beneficiaries and its predecessors, heirs or successors in interest and assigns, and each of them in its capacities, of and from any and all claims, demands, actions, causes of action, suits, liens, debts, obligations, promises, agreements, costs, damages, liabilities, and judgments of any kind, nature, or amount whether in law or equity, whether known or unknown, anticipated or unanticipated, liquidated or unliquidated, including any and all claimed or unclaimed compensatory damages, consequential damages, interest, costs, expenses and fees (including reasonable or actual attorneys' fees) that were raised or which could have been raised in the Lawsuit. It is the intention and effect of this release to discharge all claims that the I or we have against the Released Parties.

- Agree that I will **not sue** the Released Parties for such claims arising from ordinary negligence, to the fullest extent allowed by law.

This Release does **not** apply to willful and wanton misconduct or other liability that cannot legally be waived.

4. PARENT/GUARDIAN ACKNOWLEDGEMENT (FOR MINORS)

If the participant is under 18:

I understand the law may limit my ability to fully waive or release my minor child's rights, but I nevertheless:

1. **Consent** to my child's participation in activities at ULTIMATE BATTING CAGES LLC;
2. **Acknowledge and accept** the risks described above on my own behalf;
3. Agree that **I** will not bring any claim against the Released Parties for injuries I personally suffer that arise from my child's participation, except where not allowed by law; and
4. Agree, to the fullest extent allowed by law, to **indemnify, defend, and hold harmless** the Released Parties from any claims, demands, or causes of action brought by or on behalf of my child or any third party arising out of my child's participation, except to the extent caused by willful and wanton misconduct.

5. RULES, SAFETY EQUIPMENT & CONDUCT

I agree that I and/or my child will:

- Wear a **helmet and required safety gear** in batting areas when hitting or catching;
- Follow all posted rules and all instructions from staff;
- Use equipment only for its intended purpose;
- Avoid horseplay, running, or unsafe behavior;
- Immediately report any unsafe condition, broken equipment, or injury to staff.

I understand that failure to follow rules or instructions may result in being removed from the facility **without refund**.

6. HEALTH, MEDICAL TREATMENT & INSURANCE

I certify that I (or my child) am physically able to participate and have no medical condition that would make participation unsafe. I understand I should consult a doctor if I have questions about my or my child's health.

In case of injury or medical emergency, I authorize staff to obtain basic first aid and/or contact emergency medical services as they deem appropriate. I understand that:

- I am **responsible for all costs** of such care and transportation; and
- ULTIMATE BATTING CAGES LLC **does not provide medical or accident insurance** for participants.
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7. PHOTOGRAPHY & MEDIA (OPTIONAL)

[ ] **Initial if you agree:** I grant ULTIMATE BATTING CAGES LLC permission to use photographs or video of me/ my child taken at the facility for lawful promotional or marketing purposes, without compensation. I waive any right to inspect or approve the finished materials.

If you do not agree, leave this section blank or cross it out.

8. GOVERNING LAW, SEVERABILITY & VENUE

This Agreement is governed by the laws of the **State of Illinois**. If any provision is found invalid or unenforceable, the remaining provisions remain in full force and effect.

Any dispute relating to this Agreement or participation at ULTIMATE BATTING CAGES LLC shall be brought in a state court of competent jurisdiction in the County where the facility is located.

9. ACKNOWLEDGEMENT & SIGNATURE

I HAVE READ THIS ENTIRE AGREEMENT, INCLUDING THE PLAIN ENGLISH SUMMARY AND THE LEGAL TERMS ABOVE. I UNDERSTAND THAT BY SIGNING I AM GIVING UP CERTAIN LEGAL RIGHTS. I SIGN FREELY AND VOLUNTARILY, AND I KNOW I MAY ASK QUESTIONS OR CONSULT AN ATTORNEY BEFORE SIGNING.

Adult Participant (18 or older)
Signature: _____ Date: ____ / ____ / _____
Printed Name: _____

Parent/Legal Guardian (if Participant is under 18)
I certify that I am the parent/legal guardian of the minor named below and that I have authority to sign on my own behalf and to consent to the minor's participation.

Parent/Guardian Signature: _____ Date: ____ / ____ / _____
Parent/Guardian Printed Name: _____

Minor Participant Name (print): _____