



Agreement and Release of Liability

You acknowledge that using the facilities at The Rock Sports Park involves the risk of injury to you (each member) and to your guests, whether you or someone else causes it. Specific risks vary from one activity to another and the risks range from minor injuries to major injuries, including death.

In consideration of your participation in activities of offered, you understand and voluntarily accept this risk of injury and agree that The Rock Sports Park, its officers, directors, employees, volunteers, agents, and independent contractors will not be liable for any injury, including, without limitation, personal, bodily, or mental injury, and any loss or theft of any personal property, any economic loss or any damage to you, your spouse, your minor children and any unborn child, your guests, or relatives resulting from the active or passive negligence of The Rock Sports Park or anyone on The Rock Sports Park's behalf, or anyone using the facilities whether related to exercise or not. Your assumption of risk includes, without limitation, your use of any exercise equipment (mechanical or otherwise), the locker room, bathrooms, sidewalk, walkways, parking lot, stairs, turf fields, dugouts, lobby areas, pro-shop, batting cages, pitching lanes, spectator ledge(s), the Fitness Trail(s), and any equipment in the facility.

This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any exercise equipment of facilities which may malfunction or break, (b) The Rock Sports Park's improper maintenance of any exercise equipment or facilities, (c) The Rock Sports Park's negligent instruction or supervision, including personal training, (d) The Rock Sports Park's inadequate security or staffing; and (e) you slipping and falling while on the facility or any portion of the premises for any reason, including The Rock Sports Park's negligent inspection or maintenance of its facility. By execution of this agreement, you hereby agree to indemnify and hold the harmless to The Rock Sports Park and our affiliates, employees, agents, representatives, successors, and assigns from any loss, liability, damage, or cost you may incur due to your presence at The Rock Sports Park. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law in the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

A signed waiver and release agreement is required for admission to The Rock Sports Park. The Rock Sports Park reserves the right to dismiss any visitor that does not sign waiver and release agreement.

Lastly, I agree that The Rock Sports Park may use any and all photographs and/or videos taken of me, my child/children at The Rock Sports Park for advertising or promotional materials.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST CLUB FOR ITS NEGLIGENCE, OR FOR ANY DEFECTIVE PRODUCT ON ITS PREMISES. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE; AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I have read and agree to be bound by the terms of this Agreement, including the terms and conditions hereof, and I acknowledge that a complete copy of this Agreement was provided to Visitor when the Agreement was signed. I further acknowledge receipt of and agree to be bound by The Rock Sports Park's Rules and Regulations.

(Please print clearly and sign below)

Player's Name: _____ D.O.B. _____

Parent's Name: _____

Address: _____ City: _____ State: ____ Zip: _____

Phone: _____ Email: _____

Signature (Parent/Guardian if player under the age of 18)

Date

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