

## DIAMOND IN THE ROUGH- PARTICIPANT AGREEMENT AND WAIVER

**WARNING: READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND AGREEMENT TO INDEMNIFY. BY SIGNING THIS AGREEMENT YOU ARE ASSUMING RISKS AND GIVING UP LEGAL RIGHTS. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS TERMS. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF THE EFFECT OF THIS AGREEMENT**

**Participant's Name:** \_\_\_\_\_ **Participant's Date of Birth:** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

NAME

PHONE NUMBER

This Agreement must be signed by all adult participants (18 years of age and older) to the premises of Diamond in the Rough, and by a parent or guardian of all minor participants, excepting only those persons who remain in the reception area. A parent or guardian signs and agrees for himself/herself and on behalf of the minor participant. In consideration of the services and use of the premises of Diamond in the Rough, I, an adult participant and/ or the Parent of a minor participant, understand, acknowledge, represent and agree as follows:

I am aware that there are inherent risks associated with participation at Diamond in the Rough batting cages and premises, and I, on behalf of myself as participant and/or the minor participant named below, knowingly, voluntarily and freely assume all of such risks, both known and unknown, including those that may arise out of the negligence of other participants.

I, for myself and the participant named below, and our respective heirs, assigns, administrators, personal representatives and next of kin, release and hold harmless, DS Consulting Services, LLC d/b/a Diamond in the Rough, 3DK Enterprises, LLC, its members, officers, agents, employees and other participants and sponsors from and against any claims for injury, disability, death or other damages arising out of or related to our participation at Diamond in the Rough in the use of the batting cages and other premises.

I agree to comply with all rules as posted by the facility. I am responsible to insure that my minor participant complies with all rules as posted by the facility. **Batting helmets must be used in batting lanes with machine or live pitching.**

This document is intended to be binding, to the fullest extent of the law, on all persons signing below, and their respective successors, heirs, executors, administrators and family members. If any part of this document is deemed by a court of competent jurisdiction to be unenforceable the remainder shall nevertheless be in full force and effect. The terms of this agreement cannot be altered except by a written document signed by the parties.

I acknowledge that I have read this Agreement carefully and in its entirety, that I understand its terms and conditions, and acknowledge that I will be giving up substantial legal rights, including the rights of others, by signing it.

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature (Age 18 and older)

\_\_\_\_\_  
Participant's Parent or Legal Guardian