

I hereby acknowledge and agree that participation in the batting cages within Kihei Little League Facilities has inherent risks. In consideration of the services provided by Kihei Little League, their agents, officers, participants, consultants, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as KLL) I now agree and certify as follows:

- I acknowledge and fully understand that I, _____, the 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 reasonable foreseeable at this 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 KLL or other entity; acts of other
- participants in this activity, agents of KLL; my own physical condition, acts of omissions; conditions of KLL facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.
- I expressly agree and promise to accept and assume all the risks existing in this 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.
- On behalf of myself, my children, my parents, my heirs, assigns, personal representative I hereby voluntarily release, waive, forever discharge, and agree
- to indemnify and hold harmless KLL and each of their respective commissioner, directors, agents, its parent, subsidiaries, affiliate, distributors and agents, other batting cage participants, and if applicable, operator or lessors of premises used to conduct the 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 KLL equipment or facilities.
- 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 cost 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 risk that may be created, directly or indirectly, by any such condition.

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

I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature

Print Name _____

Date _____

