



GROUP NAME: _____

PARTICIPANT NAME: _____

THE K CENTER LLC, 5034 37th Avenue South, Seattle, WA 98118

PARTICIPANT WAIVER

Please read carefully. By signing this document, you forfeit certain legal rights.

1. The undersigned ("Participant") Participant certifies that Participant is in good physical condition and able to participate in sports training activities including, but not limited to, physical strain and exertion. Participant certifies, further, that any and all information Participant has provided to The K Center is accurate and complete.
2. Participant understands and agrees that there are risks involved in participating in any exercise and sports training activities, whether as a coach, trainer, or player. Participant acknowledges that the use of the facilities at The K Center naturally involves risk of injury to Participant and potentially others, whether caused by Participant or someone else, including without limitation the risks inherent in use (or misuse) of sports and weight training equipment should Participant elect to use such equipment. By requesting entry into The K Center or enrolling in any group or individual training program at the facility, Participant voluntarily assumes all such risks. Participant agrees that to reduce the risk of injury, Participant shall comply with any and all safety rules of The K Center, including without limitation the requirement that players who are batting shall wear age-appropriate batting helmets approved by the batter's league or by a recognized safety organization. Participant is aware that neither The K Center nor any Center instructor or employee provides medical advice or treatment, or medical or any other kind of insurance, to participants. In addition, Participant acknowledges that Participant may have access to The K Center at such times in which no Center staff is present at the facility.
3. Participant understands and agrees that The K Center will not be liable for any injury including, without initiation, personal, bodily or mental injury, economic loss or any damage to Participant, Participant's spouse, guests, children, parents, or other relatives, as applicable, resulting from the use of The K Center facilities, unless such injury, loss or damage was solely the result of gross negligence or intentional misconduct of The K Center or its duly authorized representative. This limitation of liability applies to any and all (i) activities relating to indoor baseball and sports training lessons, programs, games, practices, demonstrations, drills, batted or pitched balls, turf-related activities, exercises required by coaches or trainers, (ii) accidents, break-ins, vandalism, theft, or other activities, whether inside the facility or in the parking lot, and (iii) other activities and events of any kind occurring at The K Center (collectively, the "Activities").
4. Participant understands that The K Center does not manufacture any of the sports training and/or fitness equipment at its facilities, but purchases or leases equipment from third parties. As such, Participant understands that The K Center is providing recreational facility opportunities and related services only, does not make warranties of any kind as to products and equipment in the facility, and may not be held liable for any such defective products or equipment.
5. Participant certifies that Participant, either personally or through Participant's sports league, association, or through other means, has adequate insurance coverage with respect to any and all possible losses, claims, injuries, liability, damage, or other insurable event that could occur in connection with Participant's participation in any Activities.
6. Intending to be legally bound, Participant hereby, for Participant's self, and for Participant's heirs, executors and administrators, waives and releases all rights and claims for damages Participant might accrue against The K Center or its owners, principals, officers, employees, or agents, any instructors of sports training classes, and any successors, representatives and assigns of the foregoing, for any and all injuries suffered by Participant or damage to Participant's property, while participating in (or traveling to or from) any Activities conducted at The K Center.

DATE

Signature of Participant

DATE

Signature of Parent or Guardian
(Required if Participant is Under 18)