

Waiver of Liability and Release for Use of the Refinery Facility

I hereby acknowledge and agree that participation in the batting areas within The Refinery Group has inherent risks. In consideration of the services provided by The Refinery Group, their agents, officers, participants, employees, and all persons or entities in any capacity on their behalf (hereinafter referred to TRG) I know agree and certify as follows:

1. I acknowledge and fully understand that I, the participant (if participant is 18 years of age older) or I as the parents/legal guardian of the minor participant will be engaging in activities that may involve risk of serious injury which might result not only from my own accounts, inaction, or negligence but from actions, inactions, or negligence or the conditions of the premises or of any equipment used.

Further, that there may be other risks not known or not reasonably foreseeable at this time. The risks may include but are not limited to the nature of the activity, latent or apparent defects of conditions in equipment or property supplied by TRG or other entity; acts of other participants in this activity, employees or agents of TRG; my own physical condition, acts of omissions; conditions of TRG facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation 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.

3. 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 TRG and each of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors and agents, other batting tunnel participants, and if applicable, operator of lessors of premises used to conduct the event/ activity, from any and all liability for any and all claims, demands of the cause of action which are in any way connected with my participation in this activity or my use or TRG equipment or facilities.

4. 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. I assume and bear the cost of all risk that may be created, directly or indirectly, by any condition disclosed or undisclosed herein.

5. I hereby certify that I am at least 18 years old, or the part or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all times while in the batting tunnels. I hereby provide TRG permission to administer basic first aid and I authorize TRG or its agents or employees to contact 911 or other emergency personnel as needed.

6. I do hereby give TRG its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

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

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

Adult/Participant's Name

I have read and agree to the terms above