

## **Cagelist.com Liability Waiver**

This Liability Waiver ("Waiver") is entered into by and between Cagelist.com ("Company"), the batting cage owner ("Owner"), and the individual renting the batting cage ("Renter") through Cagelist.com. This Waiver is intended to release and discharge the Company and the Owner from any liability, claims, or responsibility for injuries, damages, losses, or any other issues that may occur during the use of the rented batting cage facilities. The Renter agrees to the terms and conditions outlined below:

1. **Assumption of Risk:**

The Renter acknowledges and understands that the use of batting cage facilities involves inherent risks, including but not limited to, the risk of bodily injury, property damage, or loss. The Renter voluntarily assumes all such risks and agrees that neither the Company nor the Owner shall be held liable for any injuries, damages, losses, or any other issues incurred during the use of the rented batting cage facilities.

2. **Release and Waiver of Liability:**

The Renter hereby releases, discharges, and holds harmless the Company, its officers, directors, employees, agents, representatives, affiliates, and the Owner from any and all liability, claims, demands, actions, causes of action, or suits arising out of or in connection with the use of the rented batting cage facilities. This release and waiver of liability apply to any injuries, damages, losses, or accidents, whether they occur during the use of the facilities or as a result of the Renter's participation in any related activities.

3. **Indemnification:**

The Renter agrees to indemnify and hold the Company and the Owner harmless from and against any and all claims, liabilities, damages, costs, expenses, or legal fees arising out of or in connection with the use of the rented batting cage facilities by the Renter or any third party, including but not limited to injuries, damages, losses, or any other issues caused by the Renter's negligence, misconduct, or failure to comply with applicable laws or regulations.

4. **Acknowledgment of Safety Guidelines:**

The Renter acknowledges that they have received and understood all safety guidelines, rules, and instructions provided by the Company and the Owner regarding the proper use of the rented batting cage facilities. The Renter agrees to comply with all such guidelines, rules, and instructions to minimize the risk of injury, damages, losses, or any other issues.

5. **Insurance:**

The Renter acknowledges that neither the Company nor the Owner provides any insurance coverage for injuries, damages, losses, or any other

issues arising from the use of the rented batting cage facilities. The Renter is solely responsible for maintaining appropriate insurance coverage to protect against any such risks and liabilities.

6. **Severability:**

If any provision of this Waiver is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of any other provision.

7. **Governing Law:**

This Waiver shall be governed by and construed in accordance with the laws of the jurisdiction in which the rented batting cage facilities are located. Any legal action or proceeding arising out of or in connection with this Waiver shall be brought exclusively in the courts of that jurisdiction.

By using the rented batting cage facilities through Cagelist.com, the Renter acknowledges that they have carefully read and understood this Liability Waiver, and they voluntarily agree to be bound by its terms and conditions. The Renter further acknowledges that they are at least 18 years of age and have the legal capacity to enter into this agreement.

Cage Renter's Name: \_\_\_\_\_

Cage Renter's Signature: \_\_\_\_\_

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

Cage Owner's Name: \_\_\_\_\_

Cage Owner's Signature: \_\_\_\_\_

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