

**MOUND TIME, LLC**

**WAIVER AND RELEASE**

Name: \_\_\_\_\_ Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Child's/Children's Names: \_\_\_\_\_

Address: \_\_\_\_\_

Medical Conditions which Mound Time Staff should be aware: \_\_\_\_\_

Email address \_\_\_\_\_

In consideration of Mound Time, LLC ("Mound Time") allowing the undersigned and their child or children access to and the use of its facilities and/or participate in baseball/sports instruction, I, individually and on behalf of any minor child of mine, agree as follows:

As used in this Waiver and Release, the term "Facility" shall include the current Mound Time location at 5834 NW Cornelius Pass, Rd, Hillsboro, OR and any subsequent location, the surrounding area including the parking lot, any baseball and/or sports fields used by Mound Time, and any other location where my child receives instruction from a Mound Time representatives.

**ACKNOWLEDGMENT OF RISK:** I fully understand and acknowledge that many of the activities undertaken at the Facility have (a) inherent risks, dangers and hazards and such exist in my child's use of equipment, such as baseball bats and hard baseball, and their participation in activities with Mound Time instructors, including travel to such activities; (b) my child's participation in such activities and/or use of such equipment and/or the Facility may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Mound Time; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, being struck by a baseball bat or ball and instruction or coaching decisions; and (d) by allowing my child's participation in these activities/instruction and/or use of equipment and the Facility, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, instructors, agents, officers, independent contractors, representatives and employees of Mound Time, or by another person. I also understand and agree that this "Waiver and Release of Claims" applies to all aspects of Mound Time activities, including prep teams, its facilities, classes and programs.

**WAIVER AND RELEASE OF CLAIMS:** I, both individually and as the parent or guardian of any children of mine, hereby acknowledge and assume all risk and responsibility on behalf of myself, my children, our personal representatives and our heirs and hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Mound Time and its owners, instructors, agents, officers, independent contractors, representatives and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the Facility, transportation and travel related to Mound Time activities, any equipment provided or participation in any instruction and/or activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I, or my minor children may have presently or in the future for the negligent acts or other conduct by the owners, instructors, agents, officers, independent contractors, representatives and employees of Mound Time.

**I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE MOUND TIME, LLC, ITS OWNERS, INSTRUCTORS, AGENTS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

I, \_\_\_\_\_, am the parent or guardian of \_\_\_\_\_ and \_\_\_\_\_ and execute this release on his/her or there behalf as well as on behalf of myself.

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

\_\_\_\_\_  
Parent/Guardian and Individual