

MIKE MANCUSO PITCHING ACADEMY – REGISTRATION WAIVER, CANCELLATION AND GENERAL POLICY

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND PARENTAL CONSENT FOR USE OF PHOTOGRAPHS.

("AGREEMENT")

IN CONSIDERATION of being able to participate in any way in the Mike Mancuso Pitching Academy activities by but not limited to the Mike Mancuso Pitching Academy or the independent instructors ("Activity") I, for myself, for personal representatives, assigns, heirs and next of kin:

1. I ACKNOWLEDGE, AND AGREE, AND REPRESENT that I understand the nature of such activities and that I am qualified, in good health, and in proper physical and mental condition to participate in such an Activity. I further agree and warrant that if any time I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. I FULLY UNDERSTAND THAT: The Mike Mancuso Pitching Academy (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of a minor in the Activity.
3. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Mike Mancuso Pitching Academy or the independent instructors, their respective administrators, directors, agents, officers, owners, members, volunteers, employees, other participants, any sponsors, advertisers, and if applicable, owner and lessor of the premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, PARENTAL CONSENT FOR USE OF PHOTOGRAPHS AND REFUND

AGREEMENT I, or anyone on my behalf, makes a claim against any of the RELEASEES, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as a result of such claim.

4. I AGREE that it is my responsibility to notify the Mike Mancuso Pitching Academy immediately if I or participant is injured on Property.
5. I AGREE to abide by all the rules, regulations and policies governing and further agree to be personally responsible for obeying such rules, regulations and policies and any property damage that occurs as a result of their behavior except for normal use.
6. USE OF PHOTOGRAPHS: I do hereby grant and give the Mike Mancuso Pitching Academy the right to use my photograph or image (or the photograph or image of the participant for whom I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all lawful purposes including, but not limited to, private or public presentation, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the Mike Mancuso Pitching Academy harmless of and from any liability of whatever nature, which may arise out of result of such uses.

REFUND AGREEMENT, CANCELLATIONS AND FACILITY ACCESS POLICIES:

7. I HEREBY UNDERSTAND ALL SALES ARE FINAL AND ANY REFUNDS ARE THE SOLE DISCRETION OF THE RELEASEE, and that all monies are to be used within six (6) months of purchase at the Mike Mancuso Pitching Academy with no cash value returned to the Purchaser.
8. I UNDERSTAND if a reservation is cancelled by either party within twenty four (24) hours of the appointed time by either party, a credit for the time will be added to the clients account, and cancellations by the client of less than twenty four (24) hours or no shows will not be credited to the clients account.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW I HAVE FREELY AGREED TO THE TERMS CONTAINED HEREIN AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE,

NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF OHIO.



Credit Card Payments can be made by calling 440.838.5138

OR

Check Payment Payable To: Mike Mancuso Pitching Academy

Return to: Mike Mancuso's Youth Baseball Camp
c/o Baseball Batting Cages at Brecksville
7033 Mill Road
Brecksville, OH 44141

Parent/Guardian Signature

Date

Address

Participant Name & Age

Phone

Emergency Contact Phone

Email

Check No.

List of known medical conditions