



Blow It Up Hitting Denver LLC

**WAIVER FORM - PLEASE READ THIS CAREFULLY  
IT AFFECTS YOUR LEGAL RIGHTS**

Safety is our top priority at Blow It Up Hitting, LLC. Blow It Up Hitting is a membership Softball and Baseball practice facility intended for individual and team practice and instruction. Please take the time to read our Waiver Form. All fields must be completed.

Participant must sign the electronic Waiver form on the premises of Blow It Up Hitting at the time of registration;

Participant must submit a complete a Waiver Form at the front desk at Blow It Up Hitting at the time of cage rental purchase in order to use the cages and pitching equipment. Thank you for your compliance with our waiver process; we pride ourselves on creating a safe baseball and softball practice environment.

In return for the license to use the facilities and services (the "Facilities") and to be on the premises (the "Premises") of Unser Racing & Entertainment Denver ("OPERATOR") and Blow It Up Hitting at this or any owned or affiliated facilities (as well as those of any other persons or entity related thereto) and/or its subsidiaries and affiliates, I, the undersigned PARTICIPANT, for myself, my heirs, assigns, and legal representatives, hereby expressly agree to:

1. ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF THE FACILITIES OR PRESENCE ON THE PREMISES, including, without limitation, the risks of death, bodily injury, or property damage resulting from being hit by a baseball or softball pitched or thrown by a machine or person, ball hit by another batter or coach, struck with a bat, or in racing, a collision between the PARTICIPANT'S vehicle and another vehicle, a person or stationary object, skidding, overturning, sudden stops, braking or acceleration, fire, explosion, the unavailability of emergency medical care, or the negligent or deliberate acts of another person;
2. RELEASE OPERATOR, company, company owners, and all its successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees and agents, landlords, and even sponsors from, and not bring a claim against them on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of my use of the Facilities or presence on the Premises including without limitation those based on death, bodily injury, or property damage, whether or not caused by the negligence or other fault of OPERATOR, including strict product liability or any other liability without fault;
3. RELEASE OPERATOR, other parties identified in paragraph 2, and owners of the facilities ("OWNERS") of any and all responsibility to him or her and agrees to indemnify and hold harmless OPERATOR and OWNERS against any and all damages or injuries arising out of the use of the Facilities by any party, including other Participants, or by negligent acts of OPERATOR or PARTICIPANT;
4. GRANT company, company owners, and all successors, assigns, subsidiaries, branches, operators, franchisees, affiliates, officers, directors, employees and agents, landlords, and even sponsors the irrevocable and unrestricted right to use and publish images of the PARTICIPANT, or images in which the PARTICIPANT may be included, for editorial trade, advertising, and any other purpose and in any manner and medium and

to alter same without restriction. I, on behalf of the PARTICIPANT, hereby release OPERATOR and its legal representatives and assigns from all claims and liability relating to said images;

5. WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to the claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time or executing the release; Unser Racing & Entertainment Denver LLC | Minor Waiver Form Back
6. INDEMNIFY AND DEFEND OPERATOR against and hold harmless from any and all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees, which in any way arise from my use of the Facilities or presence on the Premises;
7. PAY for any and all damages to the Facilities or Premises caused by the PARTICIPANT, negligently, willfully, or otherwise; and
8. AGREE that, by participating in events or the utilization of facilities of OPERATOR, I, on behalf of the PARTICIPANT, acknowledge that both I and the PARTICIPANT are cognizant of all the inherent dangers of driving vehicles offered to me as well as the basic safety rules for driving such vehicles and practicing hitting or fielding, if not, I will advise OPERATOR and request further assistance so that I may fully understand them. I agree that the PARTICIPANT will not participate in any events or utilize the facilities if I am under the influence of drugs or alcohol, if the PARTICIPANT is pregnant, or if there is any other physical condition that may impair the PARTICIPANT's ability to understand instructions or to participate without creating risk to others or him/herself.

**I HAVE READ THIS AGREEMENT. I UNDERSTAND THAT, BY ENTERING INTO THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS; I DO SO FREELY AND VOLUNTARILY. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT, THAT I UNDERSTAND THAT THE TERMS HEREIN ARE CONTRACTUAL AND NOT A MERE RECITAL, AND THAT I HAVE SIGNED THIS AGREEMENT AS MY OWN FREE ACT. IF I HAVE ANY DOUBTS CONCERNING THE CONTENTS OF THIS AGREEMENT, I WILL CONSULT AN ATTORNEY BEFORE SIGNING IT.**

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE\*: \_\_\_\_\_ DATE: \_\_\_\_\_

**\*THIS FORM MUST BE:**

**A) SIGNED UNDER THE SUPERVISION OF AN UNSER EMPLOYEE**

UNSER or BLOW IT UP HITTING EMPLOYEE NAME: \_\_\_\_\_

UNSER or BLOW IT UP HITTING EMPLOYEE SIGNATURE: \_\_\_\_\_