

# Strike Zone Cancellation and Release Policy



## Cancellation

NO REFUNDS: Will be allowed for any reason except programs cancelled by the Strike Zone.

Strike Zone reserves the right to cancel at any time due to low registrations - If a cancellation occurs you will be notified

You will have the option to transfer and use your in store credit other future events.

No Cash Refunds available upon cancellation of registration - in store credit only will be awarded

## 1. Release of Liability

Participant hereby agrees as follows:

1.1 Participation in all camp, clinics, and group lessons (hereinafter collectively referred to as "Activities" by Participant) is at Participant's own risk. Participant, his or her heirs, and assigns, hereby waive release and forever discharge The Strike Zone, The Strike Zone, Inc., and Baseball Fanatics, L.L.C., their agents, employees, representatives, executors, members, managers, stockholders, directors, officers, and all other acting on behalf, from any and all responsibilities or liability from injuries or damages resulting from Participant's participation in the Activities, regardless of the cause of any injury or damage. Participant and his or her heirs and assigns also hereby release The Strike Zone, The Strike Zone, Inc., and Baseball Fanatics, L.L.C., their agents, employees, representatives, executors, members, managers, stockholders, directors, officers, and all other acting on behalf, from any and all responsibilities or liability from injuries or damage to Participant, including those caused by the negligent act or omission of any of those mentioned or acting on their behalf or any other person participating in the Activities or using the facility or in any way arising out of or connected with Participant's participation in the Activities or Participant's use of the facility. Furthermore, The Strike Zone, The Strike Zone, Inc., and Baseball Fanatics, L.L.C., their agents, employees, representatives, executors, members, managers, stockholders, directors, officers, and all other acting on behalf shall not be liable to Participant or any third party not a party to this agreement, for any damage or injury to any person or property resulting from performance of Participant's participation in the Activity or use of the facility.

1.2 Participant his or her heirs and assigns, shall indemnify, and shall hold The Strike Zone, The Strike Zone, Inc. and Baseball Fanatics, L.L.C., their agents, employees, representatives, executors, members, managers, stockholders, directors, officers and all others acting on their behalf, harmless from any and all liability or loss and against all claims or actions based on or arising out of damage or injury to persons or property cause by or sustained in connection with Participant's participation in the Activities, resulting from Participant's activities in or around the facility or use of any machinery of equipment in the facility or by conditions created thereby or based on any violation of any statute, ordinance, or regulation, and the defense of any such claims or actions.

1.3 Participant is responsible for injury to or damage caused by himself or herself. The Strike Zone shall not be responsible for any lost or stolen items.

1.4 If the Strike Zone should bring legal action against Participant to enforce its rights here under, Participant agrees to pay reasonable attorney's fees and other costs incurred in bringing such legal action.

## 2. Use of Facility and Participation in Activities.

2.1 Use of the facility and participation in the Activities is subject to rules and policies established by the management from time to time. The rules are subject to change from time to time at the discretion of the Strike Zone.

2.2 Proper etiquette, language, conduct, and courtesy is to be observed at all times.

2.3 Proper footwear for the facility must be worn at all times.

2.4 Proper attire must be worn at all times.

By signing the Participation Agreement on all Program Enrollment Forms, the Participant and/or Guardian or Representative of Participant acknowledges that he or she has read these terms set forth on the website and agrees to abide by this Agreement and the rules and regulations as determined by the Strike Zone.