## TNT FASTPITCH ACADEMY,LLC INDEMNIFICATION/LIABILITY FORM

TNT Fastpitch Academy would like to welcome you to the program!

## **SECTION I: PLAYER CONSENT AND AUTHORIZATION**

I, the undersigned, as the parent or legal guardian of the minor/ child named below, do hereby give my full consent and approval for my child to participate as a member of the TNT FASTPITCH ACADEMY, LLC program.

I understand that the Professional Trainer/ Coach will be involved with throwing, pitching live, and will be in physical contact with the athletes to better their ability.

I am also aware that the very nature of the game of softball is hazardous and risky, including, but not limited to the acts of throwing, fielding/catching, the swinging of the bat, running, jumping, stretching, sliding, diving, and collisions with other players/ coaches and with stationary objects, all of which can cause serious injury or death to my child and to other players.

In addition to giving my full consent for my child's participation, I do hereby release, discharge and agree to not sue TNT FASTPITCH ACADEMY, LLC and Staff including: board members, directors, officers, professional trainers/coaches, and representatives, program sponsors including the owner of any facility or field that is used.

I hereby authorize that my child is fully capable of participating in the designated sport and that my child is healthy and has no physical and mental disabilities or infirmities that would restrict full participation in these activities, unless otherwise stated on the lines below.

Please list here any allergies, special care and/or special medical assistance about your child/athlete; so that TNT FASTPITCH ACADEMY and Staff can help accommodate your athletes; as well as keeping the coaches and trainers aware during the training sessions:

I FURTHER AGREE ON BEHALF OF MYSELF AND MY CHILD LISTED BELOW, THAT I SHALL HOLD HARMLESS AND FULLY INDEMNIFY THE PARTIES HEREBY RELEASED FROM ANY AND ALL CLAIMS, DAMAGES, COSTS, INCLUDING, ATTORNEY FEES, AND CAUSES OF ACTION; WHICH MAY ARISE FROM ANY CAUSE OF ACTION MADE BY ME OR BY, THROUGH OR ON BEHALF OF MY CHILD, EVEN IF THE DAMAGES, INJURIES, OR DEATH ARE CAUSED IN WHOLE OR IN PART BY ANY OF THE PERSONS OR ENTITIES HEREBY RELEASED.

## SECTION II: PHOTO USE AND WAIVER

I am aware that pictures or video analysis of my child may be taken while participating in the TNT FASTPITCH ACADEMY program. This includes but is not limited to practices, private lessons, team training and camps, and etc.

I am aware that pictures may be posted to the **Website**, **Twitter**, **Instagram**, **and Academy/ Personal Facebook** or used for other purpose within this organization as deemed necessary by professional trainers/ coaches. The pictures will be used for the purpose of illustrating the activities that are done in TNT FASTPITCH ACADEMY sessions.

Parents who have special concerns or requirements regarding photography of their children agree to contact the TNT FASTPITCH ACADEMY owner, Brittany Cantu, prior to signing this consent form to resolve any issues regarding the use of their child's photographs, video, and photography. Once the disapproval of photography is noted to TNT FASTPITCH ACADEMY and Owner, Brittany Cantu, it will be noted and written down in your child's file

## **SECTION III: FEES & CANCELLATION POLICY:**

Please note, that beginning April 24, 2017, TNT Fastpitch Academy will require a 24 hour cancellation notice. If anyone does not cancel within the 24 hour window of your scheduled workout/appointment, you will be charged **full price** for your missed workout. There are no exceptions to this rule and will not be up for negotiation. We will request a debit/credit card on file for each client and once a cancellation has been established, TNT will be charging your card on that same business day.

Sincerely, we understand that illnesses, injuries, unexpected events, last minute called practices, and deaths in the family do occur, so we ask that you do give us an immediate heads-up at the event of something occurring. If one of the listed events do occur causing a cancellation, the Academy will allow for a <u>one-time</u> \$25 processing fee (as opposed to the full workout processing fee). However, once the one-time processing fee is used, any cancellations following will result in a full payment processing fee. If in the event those cancellations are reoccurring, you will be notified and removed from the TNT program.

I acknowledge that I have carefully read each and every one of the provisions in this waiver, release of liability and indemnification agreement and agree to abide by them. I have read and understand the above Sections of this Agreement and hereby authorize (print participant name)

\_\_\_\_\_\_\_ to participate in training from TNT FASTPITCH ACADEMY, LLC under the terms and stipulations provided above.

X	Date:
(Parent Signature)	
Parent Name:	Player Name:
Phone#:	Email:
Debit/Credit Card#	Exp Date:/ CVC#