



BOB LEWIS BALLPARK PARTICIPANT WAIVER AND RELEASE OF LIABILITY

By using the facilities at Bob Lewis Ballpark, all adult visitors and legal guardians of minors visiting the park agree to the following terms and conditions. This agreement shall be governed by the laws of the state of North Carolina. Visitors and legal guardians of minors using the facility are solely responsible for reading and understanding this agreement.

In exchange for participation in the activity of baseball, softball and other sports activities hosted by **Enka Youth Sports Organization Inc. and Bob Lewis Ballpark** and/or use of the property, facilities and services of Bob Lewis Ballpark, 164 Jacob Holm Way, Candler, North Carolina, 28715, I agree for myself and (if applicable) for the members of my family, to the following:

- 1. AGREEMENT TO FOLLOW DIRECTIONS AND PARK POLICIES.** I agree to observe and obey all posted rules and park policies, and further agree to follow procedural oral instructions or directions given by Enka Youth Sports Organization Inc. dba Bob Lewis Ballpark, or its employees, representatives or agents. Failure to follow park policies may result in immediate dismissal from the premises. Policies are posted online at <https://boblewisballpark.org/information/ballpark-rules/>.
- 2. ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Enka Youth Sports Organization Inc. and Bob Lewis Ballpark for injury, loss or damage arising out of my or my family's use of or presence upon the facilities, whether caused by the fault of myself, my family, Enka Youth Sports Organization Inc. , Bob Lewis Ballpark, or other third parties.
- 3. INDEMNIFICATION.** I agree to indemnify and defend Enka Youth Sports Organization Inc. and Bob Lewis Ballpark against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Enka Youth Sports Organization Inc. and Bob Lewis Ballpark.
- 4. FEES.** I agree to pay for all damages to the facilities of Enka Youth Sports Organization Inc. and Bob Lewis Ballpark caused by any negligent, reckless, or willful actions by me or my family.
- 5. CONSENT.** I consent to the participation of myself or my minor child (if applicable) listed below in the activity of baseball, softball and other sports activities, and agree on behalf of myself and my minor child (if applicable) listed below to all of the terms and conditions of this Agreement.

By signing this Release of Liability, I represent that I have legal authority over and custody of the minor(s) listed below.

6. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under North Carolina law.
7. **NO DURESS, ARM'S LENGTH AGREEMENT.** This Agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. The Participant and Enka Youth Sports Organization Inc. and Bob Lewis Ballpark agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.
8. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.
9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. **EMERGENCY CONTACT.** In case of emergency please call:

NAME(S): _____

RELATIONSHIP: _____

DAY PHONE: _____

EVENING PHONE: _____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract, and that I am signing it of my own free will.

PARTICIPANT'S NAME: _____

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S SIGNATURE (IF 18 OR OVER): _____

DATE: _____

PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the Participant is under the age of consent (18 years of age), this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of _____ ,
named above, and do hereby give my consent without reservation to the foregoing
Agreement on behalf of this individual.

PARENT/GUARDIAN NAME: _____

RELATIONSHIP TO MINOR: _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____