



Waiver of Liability and Release for Use of Sport Facility

Last Name	First Name	Middle Initial	DOB	
Street Address		City	State	Zip
Phone #	Emergency Phone #		Email	

I hereby acknowledge and agree that participation in activities within Narrow Valley Sportsplex has inherent risk. In consideration of the services provided by KRR Realty LLC d/b/a/Narrow Valley Sportsplex (hereinafter "Narrow Valley Sportsplex"), their agents, officers, participants, consultants, employees, and all other persons or entities acting in any capacity on their behalf. I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (if the participant is 18 years of age or older) or parent/legal guardian of the above listed minor participant, will be engaging in activities that involve risk of serious injury, including death and damage to property, which result not only from my own actions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time. The risks may include, but are not limited to: nature of the activity, latent or apparent defects of conditions in equipment or property supplied by Narrow Valley Sportsplex, or other entity, acts of other participants in this activity, employees, or agents of Narrow Valley Sportsplex; my own physical condition, acts or omissions; conditions of the Narrow Valley Sportsplex facility and surrounding grounds terrain and accidents connected with their use; first aid emergency treatment or other services.
2. I expressly agree and promise to accept and assume all the risks existing in this activity, both known and unknown. My participation in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following such injury.
3. **ON BEHALF OF MYSELF, MY CHILDREN, MY PARENTS, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES I HEREBY VOLUNTARILY RELEASE, WAIVE, FOREVER DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS KRR REALTY LLC D/B/A/ NARROW VALLEY SPORTSPLEX, AND EACH OF THEIR RESPECTIVE COMMISSIONERS, DIRECTORS, AGENTS, AND OTHER EMPLOYEES, ITS PARENT, SUBSIDIARIES, AFFILIATES, EMPLOYEES, DISTRIBUTORS, AND AGENTS, OTHER PARTICIPANTS, AND IF APPLICABLE, OPERATOR OR LESSORS OF PREMISES USED TO CONDUCT THE EVENT/ACTIVITY FROM ANY AND ALL LIABILITY FOR ANY AND ALL CLAIMS, DEMANDS OF CAUSES OF ACTION WHICH ARE IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THIS ACTIVITY OR MY USE OF NARROW VALLEY SPORTSPLEX EQUIPMENT OR FACILITIES.**
4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities or alternatively I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I have read and am familiar with the rules and regulations of the facility and will comply with conditions set forth therein.
6. I acknowledge and certify that I am at least 18 years of age, or the parent or legal guardian of the participant under 18, and I agree that **I will wear a helmet at all times while in the batting cages.** Further, participants agree to wear proper footwear, clothing, and proper protective equipment, including but not limited to helmets and other head covering, and any related padding during activities. Participant also agrees to use caution, care, and be alert while swinging and using athletic equipment, and to be alert to athletic equipment such as, but not limited to, baseball bats, baseballs, softballs, and pitching equipment.
7. I understand and am aware that strength, flexibility and aerobic exercises, including the use of exercise equipment and aerobic exercise at Narrow Valley Sportsplex are potentially hazardous activities. I also understand that physical fitness activities involve a risk up to and including death and that I am voluntarily participating in these activities and using equipment and facilities with the knowledge of the dangers involved. I do hereby declare that I do not pose a significant risk to my or others health or safety in my pursuit of physical activity at Narrow Valley Sports including the use of equipment and/or facilities and/or participation in activities or programs.
8. I hereby acknowledge the assumption of risk, waiver, and release for Communicable Infectious Diseases (*including but not limited to:* Covid 19). That by signing below I fully understand that I am assuming any and all risk of contracting any Communicable Infectious Disease while utilizing or visiting the facilities at Narrow Valley Sportsplex and am representing to Narrow Valley Sportsplex that I have taken all available precautions to stay disease free; furthermore, I acknowledge that even though Narrow Valley Sportsplex has put preventative measures in place that there is no way to fully prevent the spread of a Communicable Infectious Disease when going out in public or to a facility such as Narrow Valley Sportsplex. I acknowledge that by patronizing Narrow Valley Sportsplex that I have put myself

and my minor child(ren), VOLUNTARILY, at risk of exposure and contraction thereby I am assuming that risk myself. Furthermore, that I will save and hold Narrow Valley Sportsplex harmless for any and all liability whatsoever relating to the contraction and spread of any Communicable Infectious Disease thereby waiving and releasing them from any LIABILITY, ILLNESSES, CLAIMS, DEMANDS, LOSSES, OR DAMAGES, and voluntarily waiving my right to sue Narrow Valley Sportsplex (OR its owner and employees directly) in any forum including but not limited to the following: County, State, or Federal Court System.

9. Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in an activity a court of law may find me to have waived my right to maintain a lawsuit against Narrow Valley Sportsplex and each of the other parties listed in Paragraph 3 above on the basis of any claim form which I have released them herein.

I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THE ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS. I HAVE SIGNED THIS WAIVER AND RELEASE WITH THE FULL AND COMPLETE UNDERSTANDING THAT I DO SO KNOWINGLY AND VOLUNTARILY.

Signature

Parent or Guardian Signature (if participant is under age 18)

Print Name

Print Name

Date

Date

Narrow Valley Sportsplex - Code of Conduct

Narrow Valley Sportsplex is a family friendly organization, and we expect people using the facilities to act maturely, to behave responsibly, and to respect the rights and dignity of others.

The following actions are STRICTLY PROHIBITED and will result in removal from premises:

- The use or possession of alcohol outside of the golf lounge.
- The use or possession of illegal drugs on Narrow Valley Sportsplex property.
- Smoking in Narrow Valley Sports facility.
- Carrying or concealing a weapon or any device or object that may be used as a weapon.
- Harassment or intimidation by words, gestures, body language, or any type of menacing behavior.
- Physical contact with another person in an angry, aggressive, or threatening way.
- Verbally abusive behavior, including angry or vulgar language, swearing, name-calling or shouting.
- Sexually explicit conversation or behavior; any sexual contact with another person
- Theft or behavior that results in the destruction or loss of property.
- Loitering within or on the grounds of Narrow Valley Sportsplex
- Soliciting within or on the grounds of Narrow Valley Sportsplex

Signature

Parent or Guardian Signature

Print Name

Print Name

Date

Date