Beth Keylon-Randolph's Fast Pitch Softball Academy
The 'K-ZONE' and The Diamond
P.O. Box 788
Ooltewah, TN 37363

AGREEMENT OF WAIVER
Read Carefully Before Signing

All participants must have their own medical insurance. Participation at any 'K-Zone' sponsored activity is at your own risk.

In consideration for the acceptance of the participant listed on this application to Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', and in recognition of the fact that certain risk of personal injury are inherent and involved in the sport and training, playing, or practicing of softball, the following is expressly agreed to and understood by all parties.

1. Participant and the undersigned parent(s) or guardian(s) agree and acknowledge (i) that the entire risk of personal injury to the participant is assumed by the participant and the parent(s) or guardian(s), (ii) that any and all claim, demand, liability or cause of action, whatsoever, arising out of any such personal injury are waived by the participants and the parent(s) or guardian(s) and the undersigned release and hold harmless Beth Keylon-Randolph, Scott Randolph, Beth Lamberson, Ted Evans, Jessica Stephenson, Jamie Reed, Dennis Waters, and Jeff Martin and the organization of Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', its employees, agents and all other persons expressly authorized by Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', who engage and assist in the instruction of softball, to the student or participant, and any of its administrators, coaches, or other participants, (iii) the undersigned parent(s) or guardian(s) will indemnify and hold harmless the organization of Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', Beth Keylon-Randolph, Scott Randolph, Beth Lamberson, Ted Evans, Jessica Stephenson, Jamie Reed, Dennis Waters, and Jeff Martin, its employees, agents, servants and all other persons, firms, or corporations of and from any and every claim or demand of every kind or character, which may be asserted by reason of an injury, (iv) that Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', its employees, and all other authorized Beth Keylon-Randolph's Fast Pitch Softball Academy Personnel waive any claim they may have for personal injury which may be caused in whole or in part by the student or participant.

2. This agreement applies to any and all personal injuries, accidents, or events, including but not limited to falls, contact with other participants, being hit with the ball, the effects of weather, or traffic, contact with the building structure and surrounding areas which may occur at any one or more times while the student or participant is enrolled or attending Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', or The Diamond or uses its facilities, including but not limited to the following: while traveling to or from, present at or participating in any and all instructional classes, practice sessions, exhibitions, clinics, or while using facilities designated by Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', or The Diamond, for the purpose of conducting instructional camps, clinics or lectures.
3. The invalidity or ineffectiveness of any one or more of the Agreement shall not affect the validity or effectiveness of any other provision or provisions.

Permission is granted to managing personnel or other representatives of Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', and The Diamond to authorize and obtain medical care from any licensed physician, hospital or medical clinic should the student or participant become ill or injured while participating in any activities under direction of Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', or The Diamond when neither parent or guardian is available to grant authorization for emergency treatment.

Parent(s) or guardian(s) agree that this waiver form shall remain in effect for as long as your child is enrolled at Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE'. This will include any time your child attends the facility whether with an instructor or not. Parent(s) or guardian(s) will be HELD RESPONSIBLE FOR ANY DAMAGES OCCURRING TO THE BUILDING STRUCTURE, SURROUNDING GROUNDS, AND ANY EQUIPMENT MY CHILD OR MYSELF MAY USE. It is understood by all parties that the surrounding grounds of Beth Keylon-Randolph's Fast Pitch Softball Academy, The 'K-ZONE', are PRIVATE PROPERTY. At no time shall a student or participant or any other member of your party be playing on any structure or piece of equipment, unless specifically authorized in writing by Beth Keylon-Randolph.

By signing this agreement, we acknowledge that we have read this agreement and understood fully the intent of this agreement, and agree to legally be bound by the terms as stated above. All such risks are known and fully understood by me. I sign this agreement freely and willingly.

_____ _____
Participant's Full Name **(PLEASE PRINT)** Address

_____
City State Zip

_____
Home Phone Number

_____
Parent or Guardian Name **(PLEASE PRINT)**

_____
Parent or Guardian Signature