



Individual Waiver of Liability and Release for the use of Batting Cages Located at 8010 SW Nimbus at the end of Building 7, Beaverton, OR 97008

Participant Information:

_____	_____	_____
Last Name	First Name	DOB
_____	_____	_____
Street Address	City	State
_____	_____	_____
Primary Phone #	Secondary Phone #	Email

Program Information:

_____	_____	_____
Name of Program	Name of adult\coach that will be on site during use	Primary Phone #

Does this program carry insurance for participation? _____ (Y/N) (Proof of insurance is required to use the facility)
(If Yes, The BALL facility at 8010 SW Nimbus, Beaverton, OR 97008 must be added as an additionally insured facility on your programs insurance plan)

I hereby acknowledge and agree that participation in the batting cages operated by Beaverton Aloha Little League (BALL) and BALL Athletic Training Zone LLC (BAT Zone) located at 8010 SW Nimbus at the end of Building 7, Beaverton, OR 97008, a Baseball and Softball Training Facility has inherent risks. In consideration of the services provided by Beaverton Aloha Little League and BALL Athletic Training Zone LLC (hereinafter referred to as either BALL or BAT Zone), their agents, officers, participants, consultants, employees and all 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 participants is 18 years of age or older) or parent/legal guardian of the above listed minor participant, will be engaging in activities that may involve risk of serious injury which might result not only from my own actions, inactions, 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 reasonable 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 BALL or BAT Zone or other entity; acts of other participants in this activity, employees or agents of BALL or Bat Zone; my own physical condition, acts of omissions; conditions of the BALL facility and surrounding grounds or 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. My participating 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 representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless BALL or BAT Zone and each of their respective commissioner, directors, agents, and other employees, its parent, subsidiaries, affiliate, employees, distributors and agents, other batting cage 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 BALL or BAT Zone 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 cost 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 risk that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I am at least 18 years old, or the part or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all times while in the facility during batting activities. I hereby provide BALL or BAT Zone permission to administer basic first aid and I authorize BALL or BAT Zone agents or employees to contact 911 or other emergency personnel as needed.
6. I hereby certify that I have been given the Rules & Regulations for batting cage use and will adhere to them.
7. I hereby give BALL or BAT Zone its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising, surveillance, or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

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

I HAVE HAD SUFFICIENT TIME TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

Participant Signature or Parent/Guardian if participant is under age 18

(Print Name of Signatory)

(Signature)

(Date)

Cage Rules

1. If bats come out, batters or any participant within 10' of a bat MUST wear helmets at all times.
2. A waiver must be signed before participants can use the equipment or participate in activities in the cage (parent/guardian must sign for any minors under the age of 18).
3. Adults/Coaches are responsible for the actions of the youth while in the training area at all times. Misconduct will result in immediate termination of privileges. Horse- play/fooling around will not be tolerated.
4. No outside food or drink allowed in the training areas. (WATER ONLY)
5. All balls must be picked up and returned to their proper bucket after use.
6. All equipment (nets, tees, screens, indoor mounds, pitching machines, etc.) must be put back in the designated areas.
7. Batters must wear appropriate sports shoes. (no cleats or dirty street shoes)
8. No person under the influence of drugs or alcohol is permitted to use the batting cages.
9. This is a sports facility and caution should be used at all times. Safety ALWAYS comes first and participants need to BE ALERT at all times. Balls may be pitched, thrown, or hit at any time. No one under the age of 10 years old is permitted to feed the pitching machines.
10. Anyone under the age of 18 must have adult supervision on site.
11. The only people swinging a bat are those inside the individual tunnels at stations setup for hitting purposes.
12. This is a family friendly atmosphere; no profanity or vulgar language/gestures will be permitted.
13. CAUTION! Injuries could result from the use of these devices. Users should assume the inherent risks of batting baseballs and softballs. If users have any questions about the use of these devices or the inherent risks associated with the use of these devices, ask.
14. Report injuries or any unsafe condition in the cage immediately to Shane Patrick at 971-258-4254 or shane.patrick@batzonellc.com
15. Use the digital keypad on the main cage area door to gain access to the facility. You'll receive a key code once you've registered and been approved for access. The code will be a 4-digit number that unlocks and locks the door. Use the same 4-digit number and hit the padlock key to lock it.

Note: If the door lock is not responding, you can try replacing the batteries in the door lock. There should be extra batteries in the fridge in the boardroom area. To replace the batteries, pull the sleeve off (pulls upward) the padlock from the inside of the door. Pull out the battery sleeve and replace the batteries. Make sure the sleeve is seated back in position and replace the sleeve. The door should now lock. If this still doesn't work contact Shane Patrick at 971-258-4254 or shane.patrick@batzonellc.com