



## **NSB Batting & Training Facility Waiver inclusive of our rules and regulations**

- 1. OUR FACILITY IS PRIVATE AND THE WAIVER FORM MUST BE AGREED TO BEFORE USING THE BATTING CAGES – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM.**
- 2. If you have additional participants, please print this form and have it signed by all participants or guardians as necessary and have them available for NSBC staff. If you are unable to print it you can get a copy by contacting us at [nsbacages@gmail.com](mailto:nsbacages@gmail.com) or download it at <http://www.NorthSeattleBattingCages.com/contacts-and-policies/>**
- 3. Please read the clean-up procedures thoroughly. Because we are a non-profit organization we are very limited on staff to clean up after customer's use the facility. If everyone follows the cleanup procedures, you will spend less time getting the cage ready for your use. If after use by a person, group or team we find the policies have not been adhered too we may take the option of denying future use of the facility or fines.**
- 4. Groups or Team Use:**  
All sanctioned youth groups using our facility greater than 3 times must have liability insurance of their own and add North Seattle Baseball Association as an additional insured. This is in addition to having each participant sign the North Seattle Batting Cage Waiver. If a team or group insurance certificate is not received we have the option to cancel all remaining reservations with notice. Youth groups of less than three future reservations will be allowed use as long as each individual has a parent signed waiver on file with North Seattle Batting Cages. It is recommended that teams or groups have a team book with a copy of the waiver. We may at any time ask for a list of those participating that session and if we find players have not completed a waiver that individual will not be able to use the facility and we may take use privileges away from the group.

## **Waiver of Liability and Release for use of Batting & Training Facility NSB/NSBC/NSBA**

I hereby acknowledge and agree that participation in or use of the Training Facility and Batting Cages located 12550 27<sup>th</sup> NE, Seattle WA has inherent risks. In consideration of the services provided by North Seattle Baseball Association DBA North Seattle Batting Cages; North Seattle Baseball Training Facility, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as NSBA) I now agree and certify as follows:

1. I acknowledge and fully understand that I the participant (if participant is 18 years of age or older) or parent/legal guardian of the below 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.
2. 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 the NSBA or other entity; acts of other participants in this activity, employees or agents of the NSBA; my own physical condition, acts or omissions; conditions of the NSBA facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.
3. 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.
4. 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 the NSBA, and each of their respective commissioners, directors, agents, and other employees, its parent, subsidiaries, affiliates, 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 the NSBA equipment or facilities.
5. 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.
6. I hereby certify that I have read and am familiar with the Batting Cage Rules and Regulations and will comply with conditions set forth therein
7. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18, and I agree I or they will wear a helmet at all times while in the Batting Cages. I hereby provide the NSBA permission to administer basic First Aid and I authorize the NSBA or its agents or employees to contact 911 or other emergency personnel as needed.

By Agreeing to 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 the NSBA and each of the other parties listed in Paragraph 3 above on the basis of any claim from 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 UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT

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

Signed \_\_\_\_\_

Print Name of Signatory \_\_\_\_\_

Relationship \_\_\_\_\_, **Minor Name** \_\_\_\_\_

Date \_\_\_\_\_

Please Print Legibly

# **North Seattle Batting & Training Facility Policies**

- ONLY Adults or youth (15 years old and older) may operate the pitching machines. Youths under the age of 14 must be accompanied by an adult or staff of NSBC
- As a training and batting facility it is in our best interest to have operable pitching machines. It is quite possible a machine could breakdown. NSBC does not guarantee that pitching machines are available and the fee is for the use of the cages with pitching machines as added benefit if so available.
- Adults are responsible for the actions of youths in the batting cage. Misconduct will result in immediate termination of privileges
- Closed-toed shoes must be worn, **No cleats allowed**
- **No food including sunflower seeds or drinks other than water are allowed inside facility. REMIND THE KIDS**
- Due to limited space Please keep bat bags in nice tidy order in main lobby area not in cage area
- Batters must wear helmets at all times while in the batting cage. Soft pitch batters are not required to use helmets
- When pitching or operating a pitching machine you must stand behind the safety net
- Coaches or those throwing balls to hitters. You must be behind an L Screen. We have seen some pretty bad damage to the face from unsuspecting young hitters where the coach didn't think they would hit that hard. Surprise!!!
- Spectators and those not batting or pitching need to stand outside of the netted area The only people swinging a bat are those in the cages
- Please do not adjust the Iron Mike pitching machine in cage 1. This machine is set at 55-50 MPH and must not be adjusted unless a staff person does the adjustment. This machine is intended for faster speed not slow speed. Customers who adjust it and it becomes damaged due to the adjustment are responsible to pay for the damage that may occur to the machine. We intend to have available two other machines that have better speed flexibility.
- When using pitching machines please take practice pitches before inviting the batter into the cage. Adjustments to speed will greatly alter the flight path of the ball. **No** major adjustments should be made once the batter has entered the cage.

## **CLEAN UP PROCEDURES:**

- 5 minutes before your time is up, please stop the machines and put all balls back into the buckets or hopper. Please place all mats in their normal locations within the cages
- Softballs and baseballs go into buckets or milk crates. These containers must be placed back between the nets.
- If you moved a pitching machine place it back where it was or in its normal position. All machines must be placed behind the nets at the back of the cage  
Softball machine should be stored outside of any cage
- Tee's must be placed back along the south wall. Nets must be placed in the use position with all hold lines attached to the net tied down to the west wall.
- L Screens are fine left in the main area of the cage but only one per cage. The Softball L screen in cage 1 must be placed along the net or placed along the north wall.
- Pitching mounds must be placed in their standard location
- Please pick up and dispose of any garbage, bottles etc. your group may have left behind.
- When you leave the facility. Please turn all lights off and make certain the door is closed and locked when you leave.

COACHES YOU ARE RESPONSIBLE TO SEE THESE PROCEDURES ARE MET. IF WE HAVE ISSUES IT COULD BE A FINE OR RESTRICTED USE OF THE FACILITY. ITS YOUR HOME AND OURS. THANKS