

**Waiver of Liability and Release for use of Timberline Hitting Facility** Rev: Jan. 7, 2013

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

I hereby acknowledge and agree that my and/or my child's participation at the Timberline Hitting Facility located at Timberline High School has inherent risks, including but not limited to potential for permanent paralysis, injury and death, and while particular rules, equipment and personal discipline may reduce the risk, the risks of serious injury or death do exist and I and/or my child knowingly and freely assume all risks, both known and unknown, in using this hitting facility. In consideration of me and/or my child being allowed to use the Timberline Hitting Facility and for other good and valuable consideration, I and/or my child now agree and certify, as follows:

1. I acknowledge and fully understand that I and/or my child, \_\_\_\_\_, (the participant), will be engaging in activities that may involve risk of serious injury, disability or death or loss or damage to person or property, which might result not only from my/his/her 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 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 Boise School District and/or the Boise Gems at the Timberline Hitting Facility or other entity; acts of other participants in this activity, employees or directors of the Boise School District and/or the Boise Gems; my or my child's own physical condition, acts or omissions; conditions of the Timberline Hitting Facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.
2. I and/or my child expressly agree and promise to accept and assume all the risks existing in using the Timberline Hitting Facility. My and/or my child's participation at the Timberline Hitting Facility is purely voluntary and I and/or my child elects, in spite of the risks, to participate in activities at the Timberline Hitting Facility. I and/or my child assume(s) all the foregoing risks and accept(s) personal responsibility for any damages following any injury to me and/or my child.
3. On behalf of myself, my child/children, my parents, my heirs, assigns, personal representatives I and/or my child hereby voluntarily releases, waives, forever discharges, and agrees to indemnify and hold harmless the Boise School District and the Boise Gems, and each of their respective officers, directors, board members, agents, employees, representatives, successors, insurers, indemnitors and assigns, and any person or persons acting for, by or through them, other Batting Cage participants, and, if applicable, operator or lessors of premises used to conduct the event/activity (hereinafter "Releasees"), from any and all liability for any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever which are in any way connected with my and/or my child's participation in the use of the Timberline Hitting Facility equipment or facilities.
4. I hereby certify that I and/or my child has adequate insurance to cover any injury or damage I and/or my child may cause or suffer while participating at the Timberline Hitting Facility or alternatively I agree to bear the costs of such injury or damage myself. I and/or my child further certify that I and/or my child has no medical or physical conditions, which could interfere with my and/or my child's 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 and/or my child hereby certify(ies) that I and/or my child have read and am familiar with the Timberline Hitting Facility Rules and Regulations and I and/or my child will comply with conditions set forth therein.
6. 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 and/or my child agree to wear a helmet at all times while in the Batting Cages.** I hereby provide the Boise School District and/or the Boise Gems permission to administer basic First Aid and I authorize the Boise School District and/or the Boise Gems or its agents to contact 911 or other emergency personnel as needed.
7. I understand this Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Idaho and agree that if any portion is held invalid, the remainder of the Waiver of Liability and Release will continue in full legal force and effect.

**By signing this Waiver of Liability and Release, I, both individually and on behalf of my child, acknowledge that I have read this Waiver of Liability and Release Form and understand all of its terms. I sign this Waiver of Liability and Release voluntarily and with full knowledge of its significance.**

**By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my or my child's participation at the Timberline Hitting Facility, a court of law may find me and/or my child to have waived either of our right to maintain a lawsuit against the Timberline Hitting Facility and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.**

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

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

## ***Batting Cage Rules and Regulations***

Youth under the age of 16 must be accompanied by an adult.

Adults are responsible for the actions of the youths in the batting cage. Appropriate behavior is required at all times. Misconduct will result in immediate termination of privileges.

Closed-toed shoes must be worn.

No cleats allowed.

***No food or drink allowed.***

Batters must wear helmets at all times while in the batting cage.

When pitching you must stand behind the safety net.

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.

No swing of bats is allowed outside of the cage area.

**WAIVER OF LIABILITY AND RELEASE FORM MUST BE SIGNED BEFORE USING BATTING CAGES – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER OF LIABILITY AND RELEASE FORM**

### ***Rules Applicable to use of Pitching Machine, if Authorized to use***

- Adults (16 years old and older) must feed the pitching machine.
- Batters and feeders must wear helmets at all times while in the batting cage.
- Batter must provide own feeder.
- When pitching you must stand behind the safety net.
- Please take practice pitches before inviting the batter into the cage. Adjustments to speed will greatly alter the flight path of the ball. **No** adjustments should be made once the batter has entered the cage.
- Once your time is up, please stop the machine and put all balls back into the bucket.

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