



NIAGARA INTERNATIONAL SPORTS & ENTERTAINMENT EVENT CENTER

6229 Williams Road, Niagara Falls, New York 14304

I, as parent/legal guardian of minor participant, understand that this membership is subject to approval by **Niagara International Sports & Entertainment Event Center (NISE LLC.)** and that it is non-transferable. I have read this document and accompanying documentation and understand the terms and conditions of this membership, including payment requirements, rules for reservation and use of facilities, and I understand that this agreement is subject to the rights of cancellation printed below. In addition, I agree to follow the posted rules and regulations of **Niagara International Sports & Entertainment Event Center (NISE LLC.)** facility as are in effect from time to time.

I further understand that any program I allow my child to undertake with **Niagara International Sports & Entertainment Event Center (NISE LLC.)** may create physical stress which can result in harmful effects. I agree that it is solely my responsibility to consult with a physician prior to commencing any program, to remain under medical supervision if that is indicated, to seek medical assistance in the event of any injury, and to inform **Niagara International Sports & Entertainment Event Center (NISE LLC.)** of any adverse change in my child's medical condition.

I recognize that the use of the equipment and other facilities provided by **Niagara International Sports & Entertainment Event Center (NISE LLC.)** carries some risk of accidental injury to my child and to others, and that use of such equipment and facilities must be done with due care. I hereby state that I will release and hold harmless **Niagara International Sports & Entertainment Event Center (NISE LLC.)**, its directors, officers, employees, members, and agents, from any and all liability for loss, injury or damage which has been or may hereafter be sustained by me as a result of, or directly or indirectly related to my child entering upon the facility for any activities related thereto.

I also understand that if, due to my child's careless actions, misuse of the facilities, or negligence, this causes loss or damage to **Niagara International Sports & Entertainment Event Center (NISE LLC.)**, its members or its facilities, I am liable for the loss or damage. During the time that loss or damage charges have not been paid in full, my child's membership can be suspended. I also understand that **Niagara International Sports & Entertainment Event Center (NISE LLC.)** reserves the right to use any part or all of my unused membership balance to cover such damages and cancel my membership.

I also understand that if I fail to meet the requirements of this contract, **Niagara International Sports & Entertainment Event Center (NISE LLC.)** reserves the right to cancel my membership at any time, charging me for the time the membership was in effect and refunding the remaining unused balance.

CONSUMER'S RIGHT TO CANCELLATION

I understand that I may cancel this contract without any penalty or further obligation by providing a written notice of cancellation to be delivered in person or postmarked by certified or registered United States Mail within three (3) business days of the date of this contract or the date of receipt to the address provided in this contract.

ADDITIONAL RIGHTS TO CANCELLATION

I, or my estate, may also cancel this contract for any of the following reasons:

- If upon a doctor's order, my child cannot physically or medically receive the services because of significant physical or medical disability for a period in excess of three months;
- If the club services to be provided under this contract are not available because **Niagara International Sports & Entertainment Event Center (NISE LLC.)** fails to open the planned club, permanently discontinues operation of the club, or substantially changes the operation of the club or location.

RESERVATIONS

I understand that reservations for use of facilities must be made in one of two ways: (1) Online or (2) By contacting **Niagara International Sports & Entertainment Event Center (NISE LLC.)** by telephone and requesting reservations. Confirmation of reservations will be sent to the e-mail address of the participant and parent/guardian. Walk-in requests to use facilities will be honored only when resources are available.

I also understand that my child's membership allows for reservations to be made up to 14 days in advance and limits reservations to no more than 5 outstanding reservations at any one time. I also understand that my child's membership does not include use of facilities for one on one instruction, unless the instructor is approved by **Niagara International Sports & Entertainment Event Center (NISE LLC.)** and is scheduled and compensated consistent with all one-on-one lessons performed at **Niagara International Sports & Entertainment Event Center (NISE LLC.)** facilities.

CANCELLATION OF RESERVATIONS

I understand that cancellation of reservations must be completed in advance in one of two ways: (1) Online or (2) By contacting **Niagara International Sports & Entertainment Event Center (NISE LLC.)** by telephone and requesting a cancellation. Confirmation of cancellation will be sent via e-mail to the e-mail address of the participant and parent/guardian. I further understand that multiple occurrences of failure to appear for use of the facility when reserved will result in a temporary limitation of reservation privileges.

GUESTS

I understand that I my child may bring a guest only by prior arrangement with **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Guest fee is \$20 per visit due upon check-in. I further understand that my guest (or parent/legal guardian if under 18) must sign the **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Release and Waiver of Liability form and must be accompanied by me at all times. I also understand that it is solely my responsibility to insure that my guests are aware of, and follow the facilities rules and regulations.

I, as a participant, have read this agreement, understand its terms, and have signed it freely and without any inducement or assurance of any nature and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____

Address: _____
(Street) (City) (State) (Zip)

Participant Signature: _____ Date: _____

MINOR RELEASE

And I, the participant's parent and/or legal guardian, have read this agreement, fully understand its terms, and have signed it freely and without any inducement or assurance of any nature and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name Of Parent/Guardian: _____

Address: _____
(Street) (City) (State) (Zip)

Parent/Guardian Signature: _____ Date: _____

Niagara International Sports & Entertainment Event Center (NISE LLC.)
6229 Williams Road, Niagara Falls, New York 14304

Niagara International Sports & Entertainment Event Center (NISE LLC.) Facility - General Rules

Access to the facility equipment and training aids is for members only. Member must check-in at the front desk whenever in the facility.

Guest use of facilities allowed only by prior approval from **NISE** Staff. Member is solely responsible for insuring their guests are aware of and follow all facility rules.

Member is solely responsible for insuring any spectators brought into the facility are aware of and follow all facility rules.

Food/drinks cannot be brought into the playing field or cage areas of the facility. All food and drink (with the exception of water) must be consumed in the spectator and/or lounge areas only.

Sneakers are the only footwear allowed in the cage area of the facility. Sneakers or molded spikes are the only footwear allowed in on the turf field.

No jewelry or other extraneous items (keys, cell phones, etc) are allowed to be worn or in participants pockets while on court, field or cages.

Access to courts, turf field area and cages is restricted to participants and designated coaches/trainers only. Parents/spectators are restricted to the public area only. One parent may be permitted in the cage areas for purpose of feeding balls assuming all rules for feeding balls below are followed.

Bats must be kept down at member's side while outside of the batting cage. Swinging of bats outside of netted batting cage areas is strictly prohibited.

Members and other spectators must stay at least 3 feet back from all netting surrounding the field area, courts and batting cages at all times.

Members must report immediately to **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff any balls that escape any enclosed netting area as a result of defect or damage in the netting. **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff will make repairs before activities can resume.

Members are solely responsible for any damage incurred as a result of their or their guest's negligence or failure to follow facilities rules.

Niagara International Sports & Entertainment Event Center (NISE LLC.) reserves the right to remove anyone failing to follow facilities rules from the premises.

Pitching Mound/Gym/Infield Training Area Rules

Participants are urged to wear protective cups, proper gear and mouth guards.

Catchers and/or Goaltenders must wear full equipment, to include mask with throat protector, chest protector and shin guards. Equipment is available from **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff for those who need it.

Hitting balls, unless under the direct supervision of Stick & Ball Staff, is not permitted in the turf field area.

Batting (Baseball/Softball) and Shooting Cage (Soccer, Field Hockey, Lacrosse) Rules

SHOOTER/HITTER

Only one person is allowed in the cage any time balls are being fed into the system.

Goaltender is allowed in shooting cage only if properly equipped and supervised by **NISE** staff.

Helmets must be worn by batter at all times while in batting cage. It is strongly recommended that all on deck batters also wear a helmet. Helmets are available from **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Staff for those participants who need one.

Helmets and bats must be free of cracks and other defects. Members should report any broken or cracked equipment to **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff immediately. Maximum cage speed by age: 10 and under – 50MPH. 11 and 12 – 60MPH. 13 and older 70MPH.

Balls are never to be thrown in the batting cage. When picking up balls between batters – balls must be carried to the ball bucket, never thrown.

Live batting practice will be conducted by **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Staff and coaches only. Members/parents/spectators are not allowed to pitch to batters in the cage at any time.

FEEDER/COACH

Feeder/Coach must be familiar with and approved for use of the training machines. First time feeders/coaches are required to attain approval of **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff for qualification training in proper use of training machines. **Niagara International Sports & Entertainment Event Center (NISE LLC.)** staff should be consulted any time any question in proper use of the machine arises. Improper or careless use of the training machines can lead to serious injury to the feeder/coach, the batter/shooter and even spectators in the area. Feeder/Coach must take every common sense precaution to insure their safety, the safety of the batter/shooter and spectators at all times.

Feeder/Coach must be at least 13 years of age.

Feeder/Coach is to report problems with machine speed or direction to **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Staff immediately. Feeder/Coach is not under any circumstances to attempt to adjust machine speed or direction. Adjustments are to be done by **Niagara International Sports & Entertainment Event Center (NISE LLC.)** Staff only.

Feeder/Coach must not feed balls until: (1) Batter/Shooter is the only person in the cage (2) cage nets are down and cage is completely enclosed and (2) Batter/Shooter has made eye contact with feeder and has indicated to feeder/coach that he/she is prepared for the pitch.

Feeder/Coach must present (show) ball to batter/shooter prior to feeding it into the machine.

Feeder must not wear any loose fitting clothing, unzipped jackets, or jewelry that might get caught by the machine.

WARNING – the spinning wheel is extremely dangerous. Do not in any way touch the wheel while in motion. Feeder/Coach must remain alert to this fact at all times.

Feeder/Coach must remain behind protective screen while feeding balls.

Remember – once the ball is placed in the machine, it cannot be stopped. It is your responsibility to insure the batter/shooter is ready and the ball path to the batter/shooter is clear of anyone and anything.