



B3 Batting & Training Facility Waiver

BATTER'S BOX BASEBALL, HERIN REFERRED TO AS B3, REQUIRES THE WAIVER FORM MUST BE AGREED TO BEFORE USING THE BATTING CAGES OR ANY PART OF THE TRAINING FACILITY – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM.

Groups or Team Use:

All sanctioned youth groups using our facility greater than 3 times must have liability insurance of their own and add Batter's Box Baseball as an additional insured. This is in addition to having each participant sign the B3 waiver. If a team or group insurance certificate is not received, we have the option to cancel all remaining reservations without notice. Youth groups of less than three uses will be allowed use as long as each individual has a parent signed waiver on file with B3. 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

I hereby acknowledge and agree that participation in or use of the Training Facility and Batting Cages located at 1343 Shotgun Road, Sunrise, FL 33326 has inherent risks. In consideration of the services provided by B3, 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:

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.

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 B3 or other entity; acts of other participants in this activity, employees or agents of the B3; my own physical condition, acts or omissions; conditions of the B3 facility and surrounding grounds or terrain and accidents connected with their use; first aid emergency treatment or other services.

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.

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 B3, 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 B3 equipment or facilities.

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.

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.

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 B3 permission to administer basic First Aid and I authorize the B3 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 B3 and each of the other parties listed in Paragraph 3 above on the basis of any claim from which I have released them herein.

Rules and Regulations

ONLY Adults may operate the pitching machines. Youths under the age of 14 must be accompanied by an adult or staff of B3.

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. B3 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.

Due to limited space, please keep bat bags in nice tidy order

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. It is recommended to wear a helmet and a facemask for your protection. No one under the age of 18 is allowed to throw to live hitters at all.

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 pitching machine. Only B3 staff is authorized to do so

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.

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

Parent or Guardian Name (Print): _____

For Minor's Name (Print): _____

Signature: _____

Date: _____