



## Rules and Conditions

GameChanger Sports is not responsible for any injuries incurred while using this facility.

All participants must have a Membership Waiver form on file with GameChanger Sports. Participants under age 18 must also have form signed by legal parent or guardian. It is the responsibility of the coach/manager to assure all participants have a waiver on file. Failure sign a waiver will result in an implied agreement that participant agrees to all terms, conditions, and stipulations of the waiver.

All users of the batting cages understand they use the facility at their own risk. GameChanger Sports (BPEC Sports LLC) is not liable for any personal injury or equipment damage sustained in or around the batting area.

**This is a family atmosphere, no profanity or vulgar language/gestures will be permitted.**

ANY VIOLATION OF THESE RULES WILL RESULT IN THE PARTICIPANT'S IMMEDIATE EJECTION FROM THE FACILITY AND MAY ALSO RESULT IN THE LONG-TERM LOSS OF FACILITIES PRIVILEGES

The use of any cage by teams or individuals must be scheduled by GameChanger team member, prior to use.

The GameChanger Sports staff reserves the right to cease a rental if at any point a user is not following batting cage or facility rules.

Immediately notify the GameChanger staff regarding any equipment, safety hazards, or unsafe conditions that may exist.

All individuals or teams must sign daily log sheet every visit. Daily log sheet is at the front desk sign-in area.

No person under the influence of Drugs or Alcohol is permitted within the building or on GameChanger Sports property.

Adults are responsible for the actions of the youths in the batting cage. Misconduct will result in immediate termination of privileges

Practicing teams have the right to "closed" batting cage sessions and may politely request spectators not associated with their respective teams to leave the cage area

Absolutely no unauthorized persons shall enter the cage area.

Absolutely no running or horseplay within facility.

Liquids are limited to plastic bottles only with cap lids. No open mouth containers are allowed in facility. Clean up all spills immediately.

Sunflower seeds and gum are prohibited in the facility.

Tobacco products of any kind are prohibited inside or outside of GameChanger property

Closed-toed shoes must be worn

No cleats allowed

Helmets must be worn at all times in the batting cages. Only adults may feed the pitching machine. Pitching machine operators must use the Square or L-screens at all times of operation.

Catcher must wear catcher's helmet, mask, throat guard, long model chest protector, shin guards and protective cup with athletic supporter at all times (males) for all practices and games. NO EXCEPTIONS. Managers should encourage all male players to wear protective cups and supporters for practices and games.

All batters must wear helmets at all times while in cages. Adult coaches within the cages must remain behind protective 'L' screens during live pitching, or use of pitching machines. Catchers in the cage will wear full protective gear.

Only one batter is allowed in a cage at any time.

No practice swings or swinging of bats allowed outside the cages at any time. This includes hitting 'soft toss' outside the nets.

All individuals must remain at least 3 feet back from all suspended netting at all times.

No hitting balls against facility walls.

No playing catch anywhere outside cage, whether inside the building or outside.

Protective netting shall never be pulled back in any way.

Please assure that all baseballs are picked up and placed in their proper containers.

Leave the cage clean the next scheduled team.

Coaches will assure that all garbage or other waste is picked up and properly disposed of prior to

vacating facility. Leave the area cleaner than you found it!

The batting cage area must be supervised by an approved adult (Coach or trainer) during scheduled usage.

First time users must undergo a brief equipment orientation with staff or coaches

Do not bring in any of your own hard balls into the facility. This is an indoor ball facility only and this is for your own protection.

The last group to use the cages will put away all equipment, turn off lights, and make sure everything is secured and locked.

In order to assure we stay on schedule you must practice in the cage you were assigned to.

No batting/throwing drills will be allowed outside of the cages.

Please be sure to clean up cages and leave on time so that the next group may start on time.

Rental time includes set up and clean up of the cages.

Balls may be pitched at any time. BE ALERT at all times.

By signing below you acknowledge and agree to abide by all the rules and regulations stated above. GameChanger Sports also reserves the right to add, remove, or amend any of the rules and regulations with or without notice. Failure to comply with these rules and regulations will result in immediate dismissal and/or permanent removal from the facility.

**\*\*Continued below\*\***

## **Waiver of Liability and Release for use of The GameChanger Sports & Training Facility.**

Each participant must complete the Waiver of Liability and Release form. We hereby acknowledge and agree that participation at The GameChanger Sports & Training Facility has inherent risks. In consideration of the services provided by The GameChanger Sports & Training Facility, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as The GameChanger) now agree and certify as follows:

I acknowledge and fully understand that the participant listed below (if participant 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 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 GameChanger or other entity; acts of other participants in this activity, employees or agents of The GameChanger; my own physical condition, acts or omissions; conditions of The GameChanger 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 GameChanger, 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 GameChanger 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 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 will wear a helmet at all times while in the Batting Cages.

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT (“AGREEMENT”)**

IN CONSIDERATION of being permitted to participate in any way in The GameChanger activities (“Activity”) I, for myself for personal representatives, assigns, heirs, and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of such activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time, I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

FULLY UNDERSTAND THAT The GameChanger (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“RISKS”); (b) these Risks and dangers may be caused by my own actions or inaction’s, the actions or inaction’s of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE The GameChanger, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

MEDICAL RELEASE: I hereby give my consent to The GameChanger to provide emergency care and to give authority to any hospital, or doctor or render immediate aide as might be required at the time for his or her health and safety.

IMAGE RELEASE: I hereby give my consent to The GameChanger to use my child’s image in any form of media, including print, television, internet, for advertisement, and promotional purposes.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, 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.