



# Waiver of Liability and Release for use of Batting Cage

Last Name		First Name		Middle Initial	DOB	E-mail
Street Address		City	State	Zip	Phone Number	Emergency Number

I hereby acknowledge and agree that participation in the batting cages located within K Zone Batting Cages has inherent risks. In consideration of the services provided by K Zone Batting Cages, their agents, officers, participants, consultants, employees, and all other persons or entities acting in any capacity on their behalf. I now agree and certify as follows:

1. I acknowledge and fully understand that I, \_\_\_\_\_, the participant (if the 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 result not only from my own actions, 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 K Zone Batting Cages or other entity; acts of other participants in this activity, employees, or agents of K Zone Batting Cages; my own physical condition, acts or omissions; conditions of the K Zone Batting Cages facility and surrounding grounds terrain and accidents connected with their use; first aid emergency treatment or other services.
2. 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.
3. 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 K Zone Batting Cages, 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 K Zone Batting Cages equipment or facilities.
4. 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.
5. I hereby certify that I have read and understand the Batting Cage Rules and Regulations and 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 agree ***I will wear a helmet at all times while in the batting cage.*** I hereby provide K Zone Batting Cages permission to administer basic First Aid and I authorize K Zone Batting Cages or its agents or employees to contact 911 or other emergency personnel as needed.
7. Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By 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 K Zone Batting Cages 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.**

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

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

Date \_\_\_\_\_



## Batting Cage Rules and Regulations

- First time users must undergo a brief equipment orientation with K Zone Batting Cages' Staff
- The pitching machine may only be operated/fed by adults only (18 years old and older)
- Youth under the age of 14 must be accompanied by an adult
- Adults are responsible for the actions of the youths in the batting cage. Misconduct will result in immediate termination of privileges
- No pets, bicycles, mopeds, roller skates, etc. allowed in K Zone Batting Cages
- Closed-toed shoes must be worn; only clean runners or turf shoes are to be worn. **NO cleats allowed**
- **No food or drink allowed**
- Batters and feeders must wear helmets at all times while in the batting cage. **Batter must provide own feeder, over 18 years of age**
- When pitching or operating pitching machine you must stand behind the L-Screen
- Spectators and those not batting or pitching need to stand outside the netted area
- 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
- The only people swinging a bat are those in the cage
- Once your time is up, please stop the machine and put all balls back into the bucket. When departing please pick up any helmets, bats and trash
- One hitter in the cage at any given time
- Coaches pitching batting practice must stand behind the L-screen. This is for their protection
- Soft toss only in designated soft toss area
- Please do not enter the batting cage if you have not checked in at the main desk
- No alcohol, illegal drugs, or tobacco of any kind allowed in K Zone Batting Cages
- No spitting, gum chewing, or possession/consumption of sunflower seeds
- If an incident or accident happens, please contact a K Zone Batting Cages employee immediately
- Misuse of any kind will be cause for denying anyone future use of the batting cage
- Renters ARE NOT to run over their allotted time. When your time is done – YOU'RE DONE! This means no excuses like "one last bat" or "we got in late". You must be OUT OF THE CAGE when your time is done. Therefore, teams must start cleaning up their equipment 5 minutes prior to the end of their session, so they have vacated the batting cage on time. The clock on the wall in the batting cage will be considered the official time for the batting cage.
- **FEE MUST BE PAID AND WAIVER FORM MUST BE SIGNED BEFORE USING THE BATTING CAGE – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM**
- **IF YOU NEED ASSISTANCE WITH ANY EQUIPMENT PLEASE SPEAK TO THE K ZONE BATTING CAGES' STAFF**