

Waiver of Liability and Release for use of Batting Tunnels

_____	_____	_____	_____	_____
Last Name	First Name	DOB	Email	
_____	_____	_____	_____	_____
Street Address	City	State,	Zip	Phone Number

I hereby acknowledge and agree that participation in the Batting Tunnels located within the Parker Fieldhouse has inherent risks. In consideration of the services provided by The Parker Fieldhouse and the Town of Parker, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as Town of Parker) I now agree and certify as follows:

1. I acknowledge and fully understand that I, _____, the participant (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 Town of Parker or other entity; acts of other participants in this activity, employees or agents of the Town of Parker; my own physical condition, acts or omissions; conditions of the Town of Parker facility and surrounding grounds or 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 the Town of Parker, and each of their respective commissioners, directors, agents, and other employees, its parent, subsidiaries, affiliates, employees, distributors, and agents, other Batting Tunnel 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 Town of Parker 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 am familiar with the Batting Tunnel 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 Tunnels.** I hereby provide the Town of Parker permission to administer basic First Aid and I authorize the Town of Parker or its agents or employees to contact 911 or other emergency personnel as needed.

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 the Town of Parker 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 18 _____

Please review and sign the back Date _____

Waiver of Liability and Release for use of Batting Tunnels

Batting Tunnel Rules and Regulations

- First time users must undergo a brief equipment orientation with Fieldhouse Staff
- Please stop by the front desk to check in before your rental.
- In order to assure we stay on schedule you must practice in the tunnel you were assigned to.
- **No batting/throwing drills will be allowed outside of the tunnels on the concrete.**
- Please be sure to clean up tunnels and leave on time so that the next group may start on time.
- Participants 15 years old and older must feed the pitching machine
- Youth under the age of 14 must be accompanied by an adult
- Adults are responsible for the actions of the youths in the batting tunnel. Misconduct will result in immediate termination of privileges
- Closed-toed shoes must be worn
- No cleats allowed
- **Rental time must include set up and clean up of the tunnels.**
- **No food or drink allowed**
- **Batters and feeders must wear helmets at all times while in the batting tunnel**
- Batter must provide own feeder
- Please use the pitching machine balls provided by the Parker Fieldhouse
- When pitching or operating pitching machine you must stand behind the safety net
- Spectators and those not batting or pitching need to stand outside of the netted area
- Please take practice pitches before inviting the batter into the tunnel. Adjustments to speed will greatly alter the flight path of the ball. **No** adjustments should be made once the batter has entered the tunnel.
- The only people swinging a bat are those in the tunnels.
- Once your time is up, please stop the machine and put all balls back into the bucket
- Rental of the batting tunnel does not include use of turf or other venues/areas of the facility.
- Parker Fieldhouse staff reserves the right to cease a rental if at any point a user is not following batting tunnel or facility rules.
- **FEE MUST BE PAID AND WAIVER FORM MUST BE SIGNED BEFORE USING THE BATTING TUNNELS – IF THE PARTICIPANT IS UNDER 18, A PARENT OR LEGAL GUARDIAN MUST SIGN THE WAIVER FORM**
- **IF YOU NEED ASSISTANCE WITH THE MACHINE PLEASE SPEAK TO THE FRONT DESK STAFF**

Cancellation Policy

- **Should you need to cancel a scheduled rental date, please contact the Parker Fieldhouse *at least 72 hours prior to the scheduled date.* Failure to give 72 hours notice will result in the loss of credit for the canceled rental.**

Pricing	Summer Pricing	Discounts
1 tunnel - \$40/hour	<i>May 1 - July 31</i>	10-25 hours – 10%
2 tunnels - \$75/hour	1 tunnel - \$30/hour	26-40 hours – 20%
	2 tunnels - \$50/hour	40+ hours – 30%

I HAVE READ AND I UNDERSTAND THE RULES, REGULATIONS, AND CANCELLATION POLICY ABOVE.

★ Participant or Parent/Guardian Signature _____ Date _____

This section is for Parker Recreation Staff ONLY

Entered in Active	Initials
_____	_____