



Batting Cage Use Waiver

In consideration of my use of the Dimond Park Field House (DPFH) batting cage and facilities provided by the Parks & Recreation Department and the City and Borough of Juneau (CBJ), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me on, or about the premises, or as a result of the use of the equipment or facilities, unless such injuries result, in whole or in part, from the gross negligence of the CBJ. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me, and I hereby fully and forever release and discharge CBJ, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said DPFH batting cage.

BATTING CAGE RULES:

1. Only registered participants of City & Borough of Juneau (CBJ) Dimond Park Field House allowed in the batting cage area.
2. An approved adult must supervise the batting cage area at all times.
3. Batting helmets are required at all times.
4. No more than two people allowed in each cage at a time: the pitcher and the batter.
5. Pitchers must use L-screens at all times.
6. Do not pull or hang from the nets or L-screens.
7. Please report any damage or potential hazards immediately.
8. No food, gum, gels, sunflower seeds, chewing tobacco or similar products. Only water is allowed.
9. Keep the batting cage area clean. Please pick up your trash and take equipment when you leave.
10. Participate at your own risk. CBJ is not liable for any personal injury or equipment damage sustained in or around the batting cages.
11. Failure to conform to these rules may result in immediate termination of rental and sufficient reason for denying future permits. I expressly agree to indemnify and hold CBJ harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me.

I agree to be solely responsible for safety and wellbeing of my guest/s and myself. I understand that CBJ does not provide supervision, instruction, or assistance for the use of the facilities and equipment. I agree to comply with all rules imposed by CBJ regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any property and/or equipment in a manner inconsistent with its intended design and purpose. I understand and acknowledge that the use of the DPFH batting cage involves risk of serious injury, including permanent disability and death.

I understand and agree that the CBJ is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTE THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Participant Name _____

Date _____

Participant Signature (Parent/guardian signature if participant is under the age of 18) _____

OFFICE USE ONLY

Received by: _____ Date Received: _____ Expires: _____