



LINCOLN YOUTH BASEBALL

BATTING CAGE WAIVER & RELEASE FORM

USE OF LINCOLN YOUTH BASEBALL (LYB) BATTING CAGES

****PLEASE READ, SIGN, AND HAVE YOUR COACH KEEP THIS DOCUMENT****

I know that participating in the sports of softball and/or baseball (i.e. including, but not limited to, warming up, playing catch, throwing, catching, batting, pitching, running, sliding, fielding, and watching others participate in the sports of softball and/or baseball) whether as part of an organized event, or an individual or team activity, regardless of the conditions, are potentially hazardous activities.

I know I should not participate in the sports of softball and/or baseball unless I am medically able and properly trained.

I agree to use proper safety equipment at all times while on the premises, including but not limited to an ASA, LL, NFHS or JBO approved batting helmet with facemask, catching gear including shin guards, protective cup, facemasks, chest protector, throat protector, and fielding gloves. **I agree to wear a batting helmet at all times when there is any hitting by anyone at all taking place at the facility, in any manner.** I AGREE THAT I AM USING THIS FACILITY AT MY OWN DISCRETION AND UNDER NO CONDITION(S) THAT MANDATE THAT I USE THIS FACILITY.

I agree to abide by any request, instruction, command, or decision of an employee, agent, independent contractor or volunteer associated with Lincoln Youth Baseball, ZRZ Realty Company, Lincoln High School, Portland Public Schools (PPS) relative to my ability to safely complete or engage in the sports of softball and/or baseball.

I further agree that any employee, agent, independent contractor or volunteer associated with Lincoln Youth Baseball, ZRZ Realty Company, Lincoln High School, Portland Public Schools (PPS) may authorize necessary emergency treatment for me.

I also understand that supervision by employees, agents, independent contractors and/or volunteers associated with Lincoln Youth Baseball, ZRZ Realty Company, Lincoln High School, Portland Public Schools (PPS) will not be provided and I assume the risks inherent in participating in the sports of softball and/or baseball under such conditions.

I further assume any and all other risks associated with participating in the sports of softball and/or baseball including, but not limited to injury, illness, traveling to and from the event location, falls, contact with spectators, other participants or nonparticipants, any employee, agent, independent contractor or volunteer associated with Lincoln Youth Baseball, ZRZ Realty Company, Lincoln High School,

Portland Public Schools (PPS), the known, unknown, or obvious conditions of the premises, all such risks being known and appreciated by me.



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Having read this waiver and knowing these facts, and in consideration for allowing me to use Lincoln Youth Baseball Batting Cage Facilities, located at 3121 SW Moody Ave, Portland, OR 97239, I hereby for myself, my heirs, my executors, administrators or anyone else who might claim on my behalf, covenant not to sue, and waive, release and discharge any employee, agent, independent contractor or volunteer associated with Lincoln Youth Baseball, ZRZ Realty Company, Lincoln High School, Portland Public Schools (PPS), and any and all other sponsors, suppliers, agents, independent contractors, employees and any other personnel in any way assisting or connected with my participation in baseball and/or softball activities from any and all claims or liability of any kind or nature whatsoever arising out of my participation in these sports, even though that liability may arise out of negligence or carelessness on the part of the persons or parties named in this waiver.

***PLEASE NOTE BY SIGNING THIS PAGE YOU ACKNOWLEDGE YOU ACCEPT ALL TERMS AND CONDITIONS OF PAGES 1 AND 2

Participant

Dated: _____

Parent/Guardian of Participant (if participant under 21)

Dated: _____

COACHES: THIS SIGNED FORM MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES WHILE USING THE INDOOR CAGES, AND MUST BE PRESENTED UPON REQUEST. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE LOSS OF USAGE PRIVILIGES.

THANK YOU FOR YOUR UNDERSTANDING & COMPLIANCE!

VERSION: 10/08/2019