



**CANES**  
**GREAT LAKES**

## Indoor Baseball & Softball Training

### ***Waiver of Liability and Release for use of Batting Cages***

I hereby acknowledge and agree that participation in the batting cages and/or weight room within the Mishawaka Fieldhouse has inherent risks. In consideration of the services provides by the Mishawaka Fieldhouse, Canes Great Lakes, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to as the Mishawaka Fieldhouse) 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 Canes Organization or other entity; acts of other participants in this activity, my own physical condition, acts of omission; conditions of the Mishawaka Fieldhouse 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 participation 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, and personal representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless the Canes

Organization and Mishawaka Fieldhouse and each of their respective commissioners, directors, agents, and other employees, its' parent, subsidiaries, affiliate, 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 Canes Organization and the Mishawaka Fieldhouse 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 cost 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 risk that may be created, directly or indirectly, by any such condition.
5. I hereby certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18. I agree I will wear a batting helmet at all times while in the batting cages. I hereby provide the Canes Organization and Mishawaka Fieldhouse permission to administer basic first aid and I authorize the Mishawaka Fieldhouse and/or Canes Organization or its agents or employees to contact 911 or other emergency personnel as needed.
6. I hereby certify that I have been given the Rules & Regulations for batting cage use and will adhere to them.
7. I do hereby give the Canes Organization its assigns, licensees, and legal representatives the irrevocable right to use photographs or video in all forms and media and in all manners, including composite, for advertising or marketing for publication or any other lawful purposes, and I waive any right to inspect or approve the finished product, including written copy, internet, etc., which may be created in connection therewith.

By signing this waiver, 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 Mishawaka Fieldhouse, Canes Organization, and each of the parties listed in paragraph 3 above on the basis of any claim from which I have release them herein.

**I HAVE HAD SUFFICIENT TIME TO READ THIS DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.**

**Player Name (Please Print):** \_\_\_\_\_

**Player Signature:** \_\_\_\_\_

**Parent/Legal Guardian Signature:** \_\_\_\_\_

**Canes Great Lakes Director Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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## BATTING CAGE RULES

- A. All individuals must be registered for a Canes team by completing their respective yearly registration for that season.
  - a. If not registered, players will NOT be allowed to participate in any events or usage of space
  - b. Players must be paid up to date to continue usage of facility
- B. A Canes League Apps waiver & MFH Waiver must be signed before use of any of the equipment by any user that is 18 years of age or older (Parent/Guardian must sign for any minors).
- C. Adults/Head & Assistant Coaches are responsible for the actions of the youth in the training area. Misconduct will result in immediate termination of privileges. Horseplay/fooling around will not be tolerated.
- D. Helmets are REQUIRED ALWAYS in ALL CAGES regardless of Live Pitching, Tee Work or Soft Toss. NO EXCEPTIONS! This is a Mishawaka Fieldhouse Policy & Violation will result in being removed from cages.
- E. All equipment must be picked up and returned to their proper place after use.
- F. No person under the influence of Drugs or Alcohol is permitted to use the batting cages.
- G. There is NO jumping or hanging from the weight equipment in weight room.
- H. No one under the age of 6 is allowed to be in a cage area with baseball/softballs present.
- I. Anyone under 16 must have adult supervision on site.
- J. Players must have a subscription for the Hittrax system and must always have a "Buddy System" in place to use the hittrax with a registration required. The "Buddy System" is having a 2nd individual at all times while machine is in use and follow the Canes Procedures (Item A).
- K. NO PLAYER is allowed to use the pitching machine without a buddy system or adult/coach present.
- L. This is a family atmosphere; no profanity or vulgar language/gestures will be permitted.
- M. CAUTION! Injuries could result from the use of batting cages or using weight equipment. Users should assume the inherent risks of batting baseballs and softballs.

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## Canes Hittrax Procedures

### Item A

- A. Only Canes Players with a Hittrax Subscription are allowed to use the Hittrax system.
- B. To use the machine all rules must be followed. **NO EXCEPTIONS!**
  - 1. No player **under the age of 16** is allowed in Cage 1 without an adult, coach, assistant coach, parent or another player over the age of 16 present.
  - 2. Helmets are required at all times.
  - 3. One player is allowed at the plate to hit, the other player (16 or above, Adult or Coach) must stand at the machine manually feeding the ball
  - 4. The L-Screen must be positioned by the machine to protect the secondary player.
  - 5. For safety purposes, all players should walk along the right side of the cage out of the line of the machine at the conclusion of hitting until the next round of hitting begins.
- C. At the conclusion of using the Hittrax System, the TV's must be turned off and the computer returned to the office area.
- D. The pitching machine should be covered back up and securely locked and key returned to the office area.