



## WAC Fieldhouse Facility Use Agreement & Waiver



I agree to abide by the following policies. Failure to follow these policies can result in disciplinary action, up to and including forfeiture of fees paid and affiliation with WAC. Fieldhouse members that voluntarily or involuntarily leave a WAC team will forfeit the remaining term of their Fieldhouse membership.

### Fieldhouse Hours

- The hours of operation shall be as follows, unless otherwise designated by the WAC Board:
  - Normal Access Hours 6 am – 10 pm Every day
  - Summer Access Hours are 6pm – 10pm Mon – Fri and 6am – 10pm Sat-Sun
- Accessing or remaining in the facility outside of the Normal Access Hours could result in suspension of membership with no refund of remaining membership fees.
- The Fieldhouse is under video surveillance inside and outside 24/7

### Field House Access

- Sign up for the facility will be done through the WAC App and/or the online Self Service Portal.
- Users will gain entry, up to 10 minutes prior to their session, by scanning their member barcode from the WAC app.
- You may make a reservation up to 15 minutes before the reservation time if it is available.
- Users are encouraged to be considerate and cancel any reservations they make which they are unable to use.
- If you do not cancel your reservation three hours prior to the start time, that reservation will be used from your account, even if you don't attend.
- The Board reserves the right to suspend privileges to use the facility for a User that routinely does not show for their reservations.

### Fieldhouse Rules

- Youth under the age of 18 must be accompanied by an adult
- Adults are responsible for the actions of the youths in the facility
- You may NOT bring in outside coaches/instructors to the Fieldhouse
- All fees must be paid current to utilize facilities
- Any damage willfully caused by a User of the facility will be the responsibility of the person that caused it.
- Users must bring a second pair of shoes to wear at the facility
- Closed-toed shoes must be worn (cros are not considered closed toe shoes)
- No cleats allowed, turf shoes are recommended
- No food or drink other than water allowed in turf areas
- Batters must wear helmets at all times while in the batting cage
- Youth catchers in a squatting position must wear a catcher's mask
- Only individuals 16 and older can feed balls into a pitching machine
- When pitching or feeding balls to a pitching machine in a batting cage, you must stand behind a safety net
- Spectators need to stand off the indoor turf (in the lobby area) when practices or games are occurring
- Before your time is up, please put all the balls back into the bucket and put the bucket back in the storage area. Turn off the pitching machine, if applicable.
- If you notice any damage or items needing attention, please report it to [wacsoftballfacilities@gmail.com](mailto:wacsoftballfacilities@gmail.com) or [waukeesb@gmail.com](mailto:waukeesb@gmail.com) immediately
- Smoking, alcohol, and illegal drugs are prohibited in the Fieldhouse and could result in suspension of membership with no refund of the membership fee. It will be the decision of the WAC Board if any of the membership fee is refundable.
- The WAC Board has the right to revise the Fieldhouse rules as needed.
- If there are any equipment or facility issues, please contact [waukeesb@gmail.com](mailto:waukeesb@gmail.com)



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## Waukee Athletic Club

### Waiver of Liability and Release

Waukee Athletic Club (WAC) (to be referred to as “organization”) and its (their) directors, officers, employees, instructors, volunteers, coaches, board members, participants, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”)

“SPORT ACTIVITIES”: Softball, baseball, performance training (to be referred to as “SPORT” in this documents)

In this Release Agreement, the term “SPORT” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: “SPORT”; “SPORT” facilities; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to “SPORT”.

#### PROTECTIVE EQUIPMENT

I have been advised to wear all protective equipment that is required by the rules and regulations of the governing body for my sport. Including, but not limited to, wearing a batting helmet when hitting balls pitched by a pitcher or pitching machine.

#### ASSUMPTION OF RISKS

I acknowledge and fully understand that the above-named Participant will be engaging in activities that may involve risk of serious or permanent injury or death which might result not only from the Participant’s own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, the conditions of the premises, or the inherent danger of SPORT. Further, I acknowledge that there may be other risks not known or not reasonably foreseeable at this time, including but are not limited to: latent or apparent defects in equipment or facilities; the acts of other participants or Releasees; the Participant’s physical condition; the failure to follow the applicable rules; and the provision of emergency treatment or services.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH “SPORT” AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

I agree to indemnify, defend and hold harmless Releasees from any loss, damage, or injury which may result from participation in SPORT. I further agree to release, acquit, waive and discharge Releasees of and from, and covenant not to sue Releasees for, any and all actions, claims, demands, or cause of action, of any nature, arising from or related to any damage, loss, or injury incurred on or to the Participant as a result of the SPORT, or the use of or activities at, SPORT facilities. This release of liability and indemnity applies to the Participant, the undersigned, if different from the Participant, as well as any of their personal representatives, assigns, heirs, or next of kin. This release of liability and indemnity applies equally to losses, damages, or injuries caused or alleged to be caused: (a) solely by the negligence of Releasees; or (b) in part by the negligence of Releasees.

I hereby certify that I have adequate insurance to cover any injury or damage the Participant may cause or suffer while participating in this Activity or, alternatively, I agree to be personally liable for such injury or damage. I further certify that the Participant has no medical or physical conditions, which could interfere



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with his/her safety in this Activity and that I am willing to assume all the risk that may be created, directly or indirectly, by any such known or unknown condition.

I hereby certify that I am at least 18 years old, or the parent or legal guardian of the participant under age 18 and agree that I have been given the Rules & Regulations for SPORT Facilities use and will adhere to them. I hereby provide Releasees permission to administer basic first aid and I authorize Releasees to contact 911 or other emergency personnel, as needed.

I do hereby give WAC, 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 document, I acknowledge that if anyone is hurt, or property is damaged as part of, or in conjunction with, this Activity a court of law may find me to have waived my right to maintain a lawsuit against Releasees for 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.