

Midwest Baseball Consulting Waiver Form

All clients wishing to utilize the facility in any capacity must first complete a facility waiver form prior to initial usage. Users may also click on the link below to download and print out a waiver form that may be signed and brought to the Facility on the date of initial activity.

Midwest Baseball Consulting, LLC - Waiver

Waiver of Liability and Release for use of Midwest Baseball Consulting, LLC Facilities, participation in Midwest Smash Baseball and participation in any off site activity, including team practices or lessons:

I hereby acknowledge and agree that participation in lessons, clinics, camps; on Midwest Smash baseball teams; and participation in all activities conducted within the Midwest Baseball Consulting, LLC facilities as well as offsite activities sponsored by Midwest Baseball Consulting, LLC have inherent risks.

In consideration of the services provided by Midwest Baseball Consulting, LLC, their agents, officers, participants, consultants, employees, and all persons or entities acting in any capacity on their behalf (hereinafter referred to as "MBC") 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 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 "MBC" or other entity; acts of other participants in this activity, employees, volunteers or agents of "MBC"; my own physical condition, acts or omissions; conditions of "MBC" 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, despite 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 "MBC", and each of their respective commissioners, directors, agents, sponsors, and other employees, its parent, subsidiaries, affiliates, 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 "MBC" 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 “MBC” 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 always wear a helmet while in the Batting Cages when doing full speed pitching drills. I hereby provide the “MBC” permission to administer basic First Aid and I authorize 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 “MBC”, and any of the other parties associated with “MBC” on the basis of any claim from which I have released them herein.

Use of Likeness

Participants and his/her parents or guardian hereby authorize “MBC” and its assigns to use any and all photographs, pictures, videos or other likenesses of participant in its promotional materials or social media platforms.

Midwest Baseball Consulting Rules and Regulations

Your job? To HAVE FUN, but be safe while you are at the “MBC” facility - and in an effort to reduce the potential for injury, we ask that you become familiar with and abide by the rules below and, even more importantly, keep all your activities and movements within your own personal limitations and comfort level. DO NOT ATTEMPT anything that you are not capable of. Coaches help ensure that rules and regulations are followed. Participants should not participate without a Coach present. In addition:

- Player Fees must be in good standing (Deposits paid and payments being made) and a waiver form must be signed before using the facility. If participant is under 18, a parent or legal guardian must sign the waiver form.
- No cleats are permitted inside the “MBC” facility.
- You may not have anything in your mouth (sunflower seeds, gum, candy, etc.) while in the “MBC” facility. Drinks are permissible but should be consumed away from activity areas.
- Empty your pockets entirely and store your valuables in a safe location or with a guardian.
- No pushing, tackling, running, racing or horseplay of any kind will be tolerated.
- Do not touch or hang on any of the nets, they are there for your safety.
- The cages and surrounding areas can be dangerous ... perform at your own risk.
- Helmets are required when in doing live pitching drills.
- Do not attempt anything outside of your personal limitations or abilities.
- Be aware of those around you and participate with people with similar age, size, or skill level.
- Closed-toed shoes must be worn.
- Follow all facility rules, and please keep in mind that this is a listing of just some of our general rules. It is not an all-inclusive list, and rules are subject to change.
- When pitching 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 cage.
- The only people swinging a bat are those in the cages.

- Please put all balls back into the bucket and put the bucket back in storage area.
- Failure to adhere to any of these, or other, rules at the “MBC” facility can/will result in the loss of rights to use the “MBC” facility, play for a Midwest Smash team or take lessons with “MBC” or with any third party renting the “MBC” facility.

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.

Date Participant's Signature

Printed Name

Date Parent/Guardian Signature

(Must be signed by Parent/Guardian if participant is under age of 18)

Printed Name

Email Address

Phone Number