

# Batting Cage and Facility Rental Agreement

1100 Greenville Avenue, Staunton, VA 24401 • (540) 292-0035 • [frontdesk@crossfitstaunton.com](mailto:frontdesk@crossfitstaunton.com) • [www.crossfitstaunton.com](http://www.crossfitstaunton.com)

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## Rental Procedures:

1. Rentals must be paid for when the reservation is made.
2. Rental Rate is \$50/hour with a rental deposit of \$50 which will be returned after the rental is complete.
3. A rental contract MUST be signed before use of the space.
4. It is the renter's responsibility to ensure that all participants must sign a liability waiver upon entering the facility and before participation in any activity within the space.
5. Reservations may be taken over the phone or via email.
6. It is the renter's responsibility to vacate the gym at the end of their reservation.
7. In the event of a cancellation, 48-hour notice must be given to receive a full refund (minus a \$5 service fee).

## Facility Rules:

1. Absolutely NO using ANY fitness equipment. This includes: barbells, weights, dumbbells, kettlebells, rowers, bikes, ski ergs, bands, jump ropes, climbing ropes, boxes, mats or pull-up bars. Failure to comply with this will result in forfeiture of use of the space and forfeiture of security deposit.
2. Renters must leave the facility as it was found, clean and free of trash or clutter.
3. The office and lobby are restricted areas.
4. Cameras are in use- if cages are not being used properly, cage privileges will be lost.

## Usage Rules:

- No bat-to-ball contact outside of the batting cage
- No hitting outside the batting cage
- No soft-toss allowed outside the cages
- Anyone who is participating in the batting cage area is required to wear a helmet; helmets are not provided
- Throwing and pitching are permitted in the main floor area, however not permitted in the front rooms.
- Appropriate footwear must be worn while using the facility. No cleats of any kind.

## Batting cage rentals include:

- 1 bucket of baseballs or softballs
- L-screen (to protect participants)
- Home plate
- Participants should bring their own bats and helmets. Each rental is for 60 minutes total.

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## CROSSFIT STAUNTON BATTING CAGE AND FACILITY RENTAL AGREEMENT

I have received and read the CrossFit Staunton Baseball Cage Rental Regulations for the facility. I agree to and will abide by those rules and regulations before, during and after the rental.

I understand that I must be over 18 to be the responsible party for this rental and that I must be present for the duration of the rental.

I understand that the CrossFit Staunton reserves the right to approve or deny any rental request and to cancel or move any scheduled event without liability as detailed in the Facility Rental Regulations.

I understand that a \$50 rental deposit on top of the rental price is required at the time of rental confirmation and that I shall forfeit this deposit if I fail to meet the conditions of the Facility Rental Regulations.

I understand that cancellations must be submitted to CrossFit Staunton by the person who signed the contract, at least 2 days prior to the event in order to receive a deposit refund and that refunds will not be granted to cancellations made less than 2 days before the reservation.

I understand that I am responsible to see that all activities are properly controlled and supervised and for the conduct of all guests attending the reservation as outlined in the Facility Rental Regulations and that conduct breaches may result in financial penalties. If compliance is not met, renter violates agreement of contract and may be asked to leave and lose future rental privileges and deposit.

I understand that the rental is for 60 minutes. I agree to leave and make sure all guests have departed by the designated end of reservation and that failure to comply with timely departure will incur additional fees.

I understand the clean up duties that are required of me include returning the cages to the same condition in which it was found at the beginning of the event and that failure to meet these duties may forfeit deposit. I understand that the consumption of alcohol is prohibited on CrossFit Staunton property and that smoking is prohibited inside.

***I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE FACILITY RENTAL REGULATIONS AND THAT FAILURE TO ADHERE TO THESE REGULATIONS WILL INCUR FINANCIAL PENALTIES AND POSSIBLE LEGAL ACTION. I certify that all the information above is accurate and correct. I have read the Facility Rental Regulations pertaining to the use of CrossFit Staunton facilities and will (1) be responsible for all injuries caused by such use, (2) adhere to the rental hours agreed to through the signed contract and (3) reimburse CrossFit Staunton for all loss or damage to CFS equipment/property caused by such use. In consideration of participation as specified at the location requested, for the date(s) and time(s) requested, I do hereby release and hold harmless CrossFit Staunton from any and all liability or claims for damage or injury to person or property of the undersigned due to perimitee's use of said facility(ies), by reason of any act or omission by CrossFit Staunton or any of its officers, agents or employees or the condition of its property.***

## ACKNOWLEDGEMENT OF RENTAL AGREEMENT:

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Print Name of Responsible Party

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Signature of Responsible Party

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Date

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Staff Signature

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Date

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## Participant Waivers

I hereby acknowledge and agree that participation in the batting cages within CrossFit Staunton has inherent risks. In consideration of the services provided by Players Paradise, their agents, officers, participants, consultants, employees and all persons or entities acting in any capacity on their behalf (hereinafter referred to as Players Paradise) I now agree and certify as follows:

1. I acknowledge and fully understand that I, the participant (if participants 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, there may be other risks not known or not reasonable 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 CrossFit Staunton or other entity; acts of other participants in this activity, employees or agents of CrossFit Staunton; my own physical condition, acts of omissions; conditions of CrossFit Staunton 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, personal representative I hereby voluntarily release, waive, forever discharge, and agree to indemnify and hold harmless CrossFit Staunton and each of their respective commissioner, 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 CrossFit Staunton 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 part or legal guardian of the participant under 18, and I agree I will wear a batting helmet at all times while in the batting cages.

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 CrossFit Staunton 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 during participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against Players Paradise 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 ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT, AND I AGREE TO BE BOUND BY ITS TERMS.

(Signatures on next page)

# Batting Cage and Facility Rental Agreement



**Date:**

[illegible]