

STAFFORD LITTLE LEAGUE

Unaffiliated Batting Cage Use Waiver

Assumption of the Risk, Release of Liability, Hold Harmless and Indemnification Agreement

PLEASE READ CAREFULLY. THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.

Participant's Name:

Date of Birth

Parent / Legal Guardian
(if under 18 years old)

Organization / Team (if any):

Cell Phone:

Email:

This Assumption of Risk, Release of Liability, Hold Harmless, and Indemnification Agreement ("Agreement") is entered into by the undersigned individual ("Participant"), or if the Participant is under eighteen (18) years of age, by the Participant's parent or legal guardian ("Parent/Guardian"), in favor of Stafford Little League, a Connecticut nonprofit organization, and its officers, directors, volunteers, members, employees, agents, and representatives (collectively, the "Little League").

1. ACKNOWLEDGEMENT OF UNAFFILIATED STATUS

I acknowledge that the indoor batting cage facility located at 289 East Street, Stafford Springs, Connecticut, 06076 (herein the "Facility") is owned by the Town of Stafford with permitted use coordinated by the Stafford Little League. I acknowledge and understand that individuals and/or team listed above are not affiliated with the Stafford Little League, and that this use of the batting cage facility at Kealy Field is not a Stafford Little League affiliated activity, program, or event. I understand and agree that use of the Facility does not create any duty, coverage, or obligation on the part of the Little League, including any obligation to provide insurance coverage. I further acknowledge that Stafford Little League does not sponsor, supervise, insure, or otherwise control this unaffiliated use of the batting cages.

2. ASSUMPTION OF RISK

I, the undersigned, or parent or legal guardian of the above-named participant, acknowledge and fully understand that participation in baseball and softball training activities involves inherent risks, including but not limited to:

- Physical injury from falls, collisions, contact with netting, walls, equipment or other participants, or equipment failure or misuse.
- Serious injuries such as fractures, concussions, sprains, muscle tears, or other medical conditions.
- Exposure to communicable diseases, including but not limited to influenza and COVID-19.
- Psychological injury such as stress, anxiety, or emotional distress due to participation in competitive sports.

I understand that these risks may result in serious bodily injury, disability, paralysis, or even death, and I voluntarily assume these risks on behalf of the abovenamed organization. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, and event monitors. I knowingly, freely, and voluntarily assume all such risks, whether known or unknown, foreseeable or unforeseeable, arising out of or related to use of the Facility, to the fullest extent permitted by Connecticut law, and without reliance on any insurance coverage provided by the Little League, as no such coverage exists for unaffiliated users.

If I observe any unusual hazardous condition, I agree to immediately cease activities and notify the appropriate Stafford Little League or Town representative.

3. RELEASE AND WAIVER OF LIABILITY

In consideration for being permitted to use the batting cage facility and to the fullest extent permitted by the laws of the State of Connecticut, I, the Participant (and Parent/Guardian, if applicable), on behalf of myself, and my heirs, executors, and assigns, hereby voluntarily and knowingly waive, release, and discharge the Stafford Little League, the Board of Directors, officers, coaches, volunteers, agents, representatives, affiliates, managers, members, attorneys, staff, and, if applicable, any owners and lessors of premises (the "Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind, whether known or unknown, arising out of or related to the use of the batting cage facility, including claims based on ordinary negligence, except to the extent prohibited by Connecticut law.

4. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by Connecticut law, the Participant (and Parent/Guardian, if applicable) agrees to defend, indemnify, and hold harmless the Little League from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to:

- The Participant's use of the Facility;
- Any injury to the Participant or to third parties caused by the Participant;
- Any damage to the Facility or equipment caused by the Participant;
- Any violation of posted rules, safety instructions, or directions;
- Any violations of Town of Stafford facility rules or policies.

This obligation applies to all claims brought by or on behalf of the Participant, including claims asserted by family members, heirs, or representatives.

5. SUPERVISION AND COMPLIANCE

I certify that all participants under the age of 18 years old will be supervised by a responsible supervising adult approved by the Town of Stafford for all unaffiliated participants using the batting cages and that appropriate supervision will be maintained at all times and all participants will follow posted safety rules and facility guidelines.

I further certify that any required Town of Stafford approvals, background check, and insurance requirements have been obtained and are on file with the Town.

6. INSURANCE DISCLAIMER – NO COVERAGE PROVIDED

I expressly acknowledge and agree that the Little League does not provide any insurance coverage of any kind for individuals who are not affiliated with the Little League. Further, I am not an insured, additional insured, or beneficiary under any insurance policy maintained by the Little League.

Execution of this Agreement does not create or extend insurance coverage to me. I am solely responsible for obtaining and maintaining any health, accident, or liability insurance desired for my own protection.

I knowingly accept use of the Facility with full understanding that no insurance coverage is provided by the Little League.

7. MEDICAL RESPONSIBILITY

I assume full responsibility for any medical treatment, emergency care, or related expenses incurred as a result of injury or illness arising from use of the Facility.

8. DAMAGE TO PROPERTY

I acknowledge and agree that in the event of any damage to equipment or facilities due to this unaffiliated use of the batting cages or a participant's willful actions, neglect, or recklessness, I will be held liable for all costs associated with repair or replacement.

9. USE BY MINORS

If the Participant is under the age of eighteen (18), the undersigned Parent/Guardian:

- Represents that they are the legal parent or guardian of the minor;
- Consents to the minor’s use of the Facility;
- Assumes all risks on behalf of the minor;
- Releases and waives liability on behalf of the minor;
- Agrees to release, indemnify, and hold harmless the Little League from any and all claims brought by or on behalf of the minor, to the fullest extent permitted by Connecticut law.

10. GOVERNING LAW & SEVERABILITY

This agreement shall be governed by the laws of the State of Connecticut. If any portion of this waiver is found to be unenforceable, the remaining provisions shall remain in full force and effect. This agreement is entered into at arm’s-length, without duress or coercion, and shall be interpreted according to its plain language and intended purpose.

11. ACKNOWLEDGMENT

I, the undersigned, have carefully read this waiver in its entirety and fully understand its terms. I voluntarily sign it and agree that no oral representations, statements, or inducements apart from this written agreement have been made. I further acknowledge that I am giving up substantial legal rights by signing this agreement, including the right to sue for damages.

Participant Signature:

Participant Name (print):

Date:

If Participant is under 18 years of age:

Parent/Guardian Signature:

Parent/Guardian Name (print):

Date:
