

**MAYBA Warehouse Waiver and Release**

The participant named below ("Participant") desires to participate in various physical and sports activities at the MAYBA indoor training facility located at 1925 Haughton Ave., North Mankato, MN ("Facility"). The activities may include without limitation, competitive sports games and training, unsupervised games and play, and related activities on or around the Facility (collectively, the "Activities"). Participant agrees to: (a) wear all protective equipment when using the Facility, and (b) follow all posted Facility guidelines, including those on the back of this Release. Participant agrees, understands, and acknowledges as follows:

1. Prior to participating in Activities, I will inspect the facilities and equipment, & if I believe anything to be unsafe, I will not participate in Activities, and will immediately advise Facility Agents of such conditions. I accept responsibility for my decision to continue participation in the Activities if suffering from injuries.

2. I am voluntarily participating in the Activities at my own risk, and such Activities involve risk of injury to person or property which may be caused by forces of nature, other participants, equipment or facility malfunction, physical exertion, medical services or facilities not being readily available or accessible, and other causes, including but not limited to Participant's own actions, inactions, or negligence, or the actions, inactions, or negligence of others, the conditions of the premises or Facility, or any of the equipment used, including any risks not foreseeable to Facility or Facility Agents.

3. In consideration for the opportunity to participate in the Activities, I assume all of the foregoing risks as a condition of participation in the Activities, accept and assume full and personal responsibility for any and all risk of illness, injury to property or person, or death, related and incidental to my participation in such Activities, and any damages or liabilities resulting from any such injuries.

4. Except for gross negligence or willful misconduct by Facility Agents, I unconditionally: (i) release, waive and forever discharge the Facility and Mankato Area Youth Baseball Association, Inc., a Minnesota nonprofit corporation ("MAYBA") and its directors, officers, employees, volunteers, successors, assigns, insurers, sponsors, and advertisers (collectively, "Facility Agents") from all known and unknown claims, demands, damages, actions or causes of action, on account of any illness, injury to property or person, or death which are related to or may occur from any cause during, before or after my participation in the official or unofficial Activities, or related events, and Participants presence in the Facility (collectively, "Claims"); (ii) expressly agree to refrain from bringing suit or proceedings at law or in equity or otherwise as provided by law, against Facility or Facility Agents, related to any such Claims; and (iii) agree to indemnify, defend, and hold Facility and Facility Agents harmless from any loss, liability, damage or costs, including court costs and attorneys' fees, that Facility or Facility Agents may incur due to any Claims or my participation in the Activities.

I agree and represent that: (i) I have read this Waiver and Release ("Release"), understand it, and sign it voluntarily; (ii) no oral representations, statements, or inducements, apart from this Release, have been made to me; (iii) I am at least eighteen (18) years of age and fully competent, or if I am not age eighteen, the person(s) listed below as Parent / Guardian is the parent or guardian of Participant, and my parent(s) or guardian(s) agrees with the terms of this Release and executes it on my behalf, as well as on their own behalf, as to any Claims they may have arising from or related to the Activities; (iv) I execute this Release for full, adequate and complete consideration, fully intending to be bound by same; (v) this Release is in favor of Facility and Facility Agents, and shall be binding on my heirs, representatives, successors and assigns; (vi) if any portion of this Release is held to be invalid, the remaining portions of the Release shall continue in full force and effect; and (vii) this Release shall be construed and interpreted in accordance with the laws of the State of Minnesota.

I acknowledge MAYBA's safety guidelines required for using the Facility, and agree to abide by these guidelines. By not following the guidelines, I may be asked to leave the Facility for that session, or for the rest of the season.

\_\_\_\_\_  
Participant Full Name

\_\_\_\_\_, 201\_\_  
Date

\_\_\_\_\_  
Participant Signature (if age 18 or older)

\_\_\_\_\_  
Sign Participant's Parent / Guardian Name

\_\_\_\_\_  
Participant's Date of Birth

\_\_\_\_\_  
Print Participant's Parent / Guardian Name

## **MAYBA Warehouse Guidelines**

### **Batting Cage Use:**

- Both hitter and pitcher/feeder must wear a helmet while in batting cage.
- Potential hitters can only sign their names up once; when they've completed their hitting session, they must erase their name and can replace it at the bottom of the list.
- The soft-toss/tee hitting area at the west end of the Warehouse will not always be available.
- A hitter's session in the cage will be limited to 20-25 swings.

### **Throwing area Use:**

- Only three throwing lanes will be allowed in the "play area".
- Pitching & catching practice is encouraged but all participants in a "crouch" position must wear a protective mask and helmet (provided by MAYBA).
- Please limit your throwing sessions to 10 minutes so that everybody gets a chance to throw.

### **General Guidelines:**

- Safety needs to be the highest priority!
- Horse play and/or aggressive behavior will not be tolerated.
- Avoid bringing large equipment bags to the Warehouse...space is limited!!
- Respect the facility and MAYBA staff; pick-up after yourself and absolutely no sunflower seeds!