



BBP FIELD

Field Rental Agreement / Team Liability Waiver Form

General - In consideration for being permitted to utilize the field and Batting Cage at BBP FIELD (hereinafter referred to collectively as "BBP FIELD" or "BBP"), User and User's participants, including assistant coaches, team members, players, player parents, player siblings, employees, agents and other third parties, who may enter BBP FIELD or the Property during the Rental Period, agree to abide by the rules of BBP FIELD. User shall provide a copy of this Agreement to all User's participants likely to engage in any activities at BBP FIELD. The USER representative signatory below accepts affirms he/she has provided a copy of this agreement to User's participants and/or otherwise explained all rules & regulations herein.

Cancelation - I/User understand that BBP has the right to cancel any field rental agreement due to misconduct of teams/individuals, misuse of facility or any other circumstances that may arise and I understand that no refunds or credits will be given for such cancellations. Rental fees must be paid in full prior to any use. Usage outside of the terms and conditions of this agreement will result in immediate cancellation of this agreement, forfeiture of any pre-paid amounts, and potential charges of trespass.

Indemnification - The User assumes and agrees to be fully and exclusively responsible for the safety of the User's participants and property of User's participants during the Rental Period. BBP FIELD, BIRMINGHAM BASEBALL PERFORMANCE Inc., BBP BOOSTER CLUB, Inc., and their officers, directors, agents, employees and facilities assume no responsibility and will not be held liable for any injuries, illnesses, property loss or accidents resulting from User's activities at BBP FIELD or any resulting medical, dental or other expenses. I/User, on behalf of myself, my team (assistant coaches, players, parents & player siblings), my executors, administrators, heirs, next of kin and successors, hereby agree to hold harmless and indemnify BBP FIELD, BIRMINGHAM BASEBALL PERFORMANCE Inc., BBP BOOSTER CLUB, Inc. and all their officers, directors, agents, departments, volunteers and employees from any and all claims, losses, damages, injuries, fines, penalties, and costs (including court costs and attorney's fees), charges liabilities, or exposures, however caused, resulting from or arising out of or in any way connected to my or my participant's, team members and team parent's use of BBP FIELD. Coach/User hereby releases, waives, discharges, indemnifies and covenants not to sue BBP FIELD, BIRMINGHAM BASEBALL PERFORMANCE Inc., BBP BOOSTER CLUB, Inc. their officers, directors, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained while in or on the premises or parking lots otherwise known as BBP FIELD 2485 Old Rocky Ridge Road, Birmingham, Alabama, 35216. **User shall provide a copy of their Team's Liability Insurance Certificate.** User's signature indicates User has read and understands this Hold Harmless Agreement and by signature below agrees to all terms above and below.

CODE OF CONDUCT & FACILITY RULES

- I agree to follow any and all rules set forth by BBP FIELD. I agree that I will conduct myself as a coach in a manner consistent with a Family Environment as will all Assistant Coaches.
- All participants, coaches, and spectators will conduct themselves in a reasonable and sportsman like manner.
- The Coach signatory to this agreement shall be held responsible for his/her actions, the actions of his team and his spectators while on property. **The Coach signatory to this agreement shall be held responsible for any damage to any part of the facility or cars caused by any of User's participants and may have field time revoked without refund. User agrees to promptly pay for ANY damage to this facility, equipment thereon, cars that occur during the use of this facility.**

- Always clean up any and all trash from the property prior to exiting the facility.
- Coach/User acknowledges and accepts use of BBP FIELD in "AS IS" condition on arrival.
- Use or possession of any illegal drugs/substances or alcohol on the property including the parking lot is strictly prohibited.
- NO TOBACCO Products are ever permitted on the premises.
- Coach/USER in some cases shall be provided GATE LOCK CODE for field access. This code shall be kept confidential and shall NOT be shared with other persons, coaches or parents.
- User shall be responsible for re-locking and otherwise securing the field prior to leaving the field.
- User and User's participants understand and acknowledge that all activity at BBP FIELD is under 24 hour recorded video surveillance.
- Metal/Steel spikes are NOT PERMITTED in BBP FIELD cages.
- Any and all equipment, items, gear, toys or otherwise that are not in the batting cage or on the field are not to be moved or otherwise used.
- Proper safety equipment relative to the play of baseball is required at all times while on the field or in the batting cage.
- BBP shall not be responsible for any personal items, equipment or otherwise left at the facility.
- Coach/User may NOT sub-lease or otherwise permit the use of their "time" at BBP FIELD by any individual or team not part of this agreement.
- Failure to abide by this agreement may result in suspension of field time and forfeit of any advance monies paid.

The undersigned party acknowledges that he/she is authorized to enter into this agreement, he/she has read all of its terms and conditions, he/she understands the effect of this Waiver of Liability, Indemnification and Hold Harmless terms herein and voluntarily agrees to abide by the rules, covenants and guidelines set forth, and accepts all responsibility for actions of participants he/she brings upon BBP FIELD.

Team/Organization Name/ AGE _____ Email _____

Coach/User Name _____ Cell Phone # _____

Coach/User Home Address _____

Coach/User Email Address _____

Coach/User Signature _____ Date ___ / ___ / ___

BBP Signature _____ Date ___ / ___ / ___

This agreement shall be valid for 12 months from date of signatures unless otherwise terminated by facility.