AIRDOME NORTHWEST RULES / LIABILITY WAIVER

FACILITY RULES

- You <u>must</u> have a signed release form (on file) before using our facilities. If you start using our facilities without a signed release form, you are agreeing to all terms set forth in our Airdome Northwest Release Form.
- 2. Abide by all signage within the facilities.
- 3. No <u>contact</u> of any kind is permitted into dividing nets. This includes but is not limited to hitting, kicking, hanging, running, or throwing into dividing nets. Only designated batting cages, sock nets, or soccer/lacrosse goals may be used for hitting, kicking or throwing into.
- 4. Helmets must be worn at <u>all times</u> in batting cages. This includes coaches, staff, or any other person(s) throwing batting practice to hitters.
- 5. Please keep equipment clear of the designated walkway.
- 6. Airdome Northwest is not liable for any lost, stolen, or misplaced items.
- 7. Metal cleats are **not** permitted in the facility. Turf shoes or plastic cleats may be used.
- 8. No food, seeds, gum, or chewing tobacco allowed in the training areas. Drinks are okay.
- 9. Do **not** swing bats outside of bays, cages, or our designated sock net area.
- 10. Do **not** play catch, kick balls, or swing bats in our designated waiting area.
- 11. Airdome Northwest reserves the right to refuse service at its own discretion.
- 12. Any person(s) who is disrupting the training environment or failing to follow facility rules will be removed without refund or credit.
- 13. You are responsible for any and all damage that you cause as a result of not following these rules.

Airdome Northwest
WAIVER AND RELEASE OF LIABILITY

1. I understand and expressly agree that by engaging in any physical activity, sport or exercise (hereinafter "Activity") at Airdome Northwest ("Airdome Northwest") or by using any facility located on the Airdome Northwest premises, including but not limited to, locker rooms, restrooms, and/or showers, I do so at my own risk. I agree that I am voluntarily participating in an Activity at Airdome Northwest and assume all risk of injury to myself, no matter how severe, which is inherent in the Activity, which I am participating in or observing others participate. By signing this Waiver and Release of Liability ("Release"), I agree to forever release, waive and discharge Airdome Northwest, LLC, its agents, servants, employees, insurers, successors and assigns ("Releasees") from any and all claims, demands, injuries, actions, causes of action, damages or lawsuits of any kind, including, without limitation, personal injury, bodily injury, mental injury, disability, death, economic loss and/or any other damage related to or arising from

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my participation or observation of any Activity at Airdome Northwest, or the use of any of Airdome Northwest's facilities.

I further agree that this Release releases, waives, and discharges Airdome Northwest from any and all liability for damages or injuries on account of or in any way related to or growing out of my negligence, the negligence of third parties and Airdome Northwest's negligence.

I further agree to defend, indemnify and hold harmless Releasees, and their attorneys, agents and assigns, from and against any claims arising from my participation and/or observation of any Activity at Airdome Northwest (including the use of Airdome Northwest's facilities), including any attorney's fees and costs incurred by Airdome Northwest in defending itself against any such claims.

- 2. I further acknowledge and understand that Airdome Northwest is not responsible for any lost, stolen, or damaged valuables or property.
- 3. I acknowledge that I have received and read a copy of the current rules and regulations governing the use of Airdome Northwest's facilities. I agree that I will fully comply with all rules and regulations and with any amendments.

I have read this Release and fully understand that by signing below, I have consented to be bound by the Release terms, and am forever waiving, releasing and discharging my legal right or action I may have against Airdome Northwest for any injuries or damages that may arise from my participation and/or presence at Airdome Northwest.

I am over the age of eighteen (18) years old and I am signing this Release freely, voluntarily and competently.

By checking the box below, I agree that the terms of the Release.

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The hereby named parent and/or legal guardian does hereby represent that he/she is acting in such capacity and fully understands that there is an assumption of risk in allowing a minor to engage in any Activity at Airdome Northwest. I agree that I am voluntarily permitting the abovenamed minor participant to engage in an Activity at Airdome Northwest, and that such participation may result in an injury, which is inherent to the Activity. By checking the box below, I agree that the terms of the Release shall be bound to the minor participant named above, to the extent permitted by law. I further agree to indemnify and hold harmless the Releasees referred to above, from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.