

Manteca Baseball Softball Academy
Facility Usage Agreement and Release Form

For you to use the Manteca Baseball Softball Academy facilities, the person responsible for the participant/team/school/club/ or the organization is required to complete and sign this agreement and release form. *By signing below, you agree to all the terms and conditions in this agreement and certify that you have read the entire agreement, so please read it carefully. This agreement is valid for 10 years from the signing date.*

Sign back of form

Participant Name _____ Team or Group Name _____
(If applicable)

Parent/Coach or Responsible Party _____

Address _____ City _____ Zip _____

Home Phone _____ Cell # _____

E-Mail Address _____

Class Name/Usage: _____ Day & Time _____ Starting date: _____

This Facility Usage Agreement (the Agreement) governs the terms and conditions of your use of the Manteca Baseball Softball Academy (MBSA) facilities (the facility). As used in the Agreement, “you” means the person responsible for the team/school/club/organization/participant using the facility. “Athlete” means the member(s) of the team/school/club/organization/participant involved in use of the facility. If the Athlete(s) are less than 18 years old, this includes the Athlete’s parent or other adult who is legally responsible for the Athlete. “MBSA” means the Manteca Baseball Softball Academy.

1. **Waiver and Release.** Participating in athletic activities carries an inherent risk of injury, even if the greatest care is exercised. The athlete’s participation in training is voluntary and I voluntarily permit the athlete to participate. I understand that MBSA recommends the athlete be examined by his/her physician before participating in athletic training. If the athlete has a history of heart disease, he/she will consult a physician prior to participating in any athletic training in the facility.
 - a. I understand that participation in athletics is an inherently dangerous activity and that the risks of participation include, but are not limited to falls, collisions, cuts, and broken bones. I hereby confirm the athlete is mentally and physically capable of participating. I understand that any evaluation of assessment of the athlete’s physical fitness and any recommendation of activities made by anyone at MBSA shall not be a substitute for obtaining such evaluation, assessment or recommendation from the athlete’s physician before participating in any activities.
 - b. I understand and agree that medical or other services rendered to the athlete by or at the insistence of any of the above parties is not an admission of liability to provide or continue to provide any such services and is not a waiver by any said parties of any hereunder. I also acknowledge that should the athlete require transport to a medical facility, I must pay for such transportation and any treatment period. I further agree now and forever to hold the above named and unnamed parties harmless and indemnify them for all claims, damages, judgments and costs of whatever nature and form.
 - c. I hereby, for myself, the athlete, our guests, our heirs, administrators, executors, personal representatives and assigns, forever waive, release and discharge any and all rights and claims for damages and losses, whether monetary or otherwise compensatory, that I , the athlete or our guests may have against: (i) MBSA and its directors; (ii) executive directors, owners, managers, employees, members, representatives, and agents; (iii) all coaches, participants, organizers, supervisors, planners, and volunteers; and (iv) all city county and state governments for any and all injuries sustained by me, the athlete or our guests arising out of association with, entry in, or participation in athletic training related activities, including, without limitation, those arising from our negligence or that of any other member of MBSA.
 - d. You and your guests release MBSA from all claims, damages, demands, rights of action, causes of action , and liabilities, present or future, known or unknown, anticipated or unanticipated, resulting from or arising out of the Athlete’s and its guests’ attendance at or use of our facility or their participation in any of our activities or programs, You and your guests also release all members of the MBSA group from all liability relating to loss, theft, or damage to personal property-including, without limitation, automobiles and locker contents.
2. **Damage to Facilities.** You must pay us for any damage you or your guests cause to our facility or property through horseplay, accident, negligence or any other actions taken during your use of the facility.
3. **Guests.** Athletes are encouraged to bring guests to MBSA to wait for them while they train. Guests will include anyone at MBSA on behalf of, or with the athlete, including, but not limited to, family members, friends and friends of family members. Guests are not allowed in the facility without an authorized MBSA representative. All guests are assumed to be a party to this agreement and subject to its terms and conditions. MBSA asks that all non-participants stay inside the gated viewing area. You assume the risk by wandering outside of gated viewing area.
4. **Cancellation** – You may cancel this agreement under the following circumstances:
 - a. This Facility Usage agreement may be cancelled at any time following procedures laid out in this section.
 - b. MBSA provides discounts to organizations who commit to long-term usage. Those who cancel a long-term agreement prior to the term of that agreement must pay full market value for the time actually received. (**OVER**)

