



EKC CROSS INDOOR TRAINING FACILITY

Rental Regulations

- Fees must be paid and “Rental Agreement/Waiver Form” must be signed before using any facilities.
- If the participant renting the facility is under 18, a parent or legal guardian must sign the “Rental Agreement/Waiver Form”.
- Equipment must be requested beforehand and is based upon availability and may require a fee.
- Participants use facility at their own risk. Organizations and individuals will be held responsible for damages to equipment or the facility due to negligence.
- Adults/coaches are fully responsible for the actions, incidents, and injuries of the youths in the batting cage. Misconduct will result in immediate termination of privileges.
- Adult supervision is always required.
- Batting helmets must always be worn inside cage.
- Closed-toed shoes must be worn.
- No cleats allowed.
- Pitching machines are always to be operated by a qualified adult.
- No swinging a bat of any kind or bat-to-ball contact outside of the batting cages. Players should hold the barrel of the bat when not hitting.
- When pitching to a hitter, you must stand behind the safety net.
- Please take practice pitches before inviting the batter into the cage.
- Spectators and those not batting or pitching need to stand outside of the netted area and away from the nets.
- No tobacco, smoking, alcohol, or drugs allowed on the property indoors or outdoors. Keep food outside. No sunflower seeds.
- No music may be played except when renting the entire facility.
- No obscene language is allowed.
- No climbing or playing around on netting.
- Do not throw or hit balls at the interior or exterior walls of the building.
- Clean-up, retrieve balls, store equipment when finished.



EKC CROSS BASEBALL, LLC

Rental Agreement / Waiver Form

1501 NW Broadway Street, Grain Valley, MO 64029 • Phone: 816-598-3168 • ekccross.com

I have received and read the EKC CROSS INDOOR TRAINING FACILITY Rental Regulations for the facility(ies) I have requested and agree to and will abide by those rules and regulations before, during and after the event. I understand that I must be over 18 to be the responsible party for this rental and that I must be present for the duration of the rental. I understand that EKC CROSS BASEBALL, LLC has the right to approve or deny any rental request and to cancel or move any scheduled event without liability as detailed in the Facility Rental Regulations. I understand that a rental deposit is required at the time of rental confirmation and that I shall forfeit this deposit if I fail to meet the conditions of the Facility Rental Regulations. I understand that I must pay my balance in full prior to rental date or my rental may be cancelled. I understand that I shall be liable for all costs for services already performed that are associated with this request, including reasonable attorney/ legal fees, if necessary.

I understand that I am responsible to see that all activities are properly controlled and supervised and for the conduct of all guests attending the event as outlined in the Facility Rental Regulations and that conduct breaches may result in financial penalties. I understand that I may be asked to reduce noise levels. If compliance is not met, renter violates agreement of contract and may be asked to leave and lose future rental privileges and deposit. I understand that the rental is for a limited time and must depart on-time for set-up or take down. I agree to leave and make sure all guests have departed by the designated end of event. I understand the clean-up duties that are required of me include returning the cages to the same condition in which it was found at the beginning of the event. I understand that the consumption of alcohol is prohibited on all EKC CROSS BASEBALL, LLC property and that smoking is prohibited inside and directly outside of the facilities.

I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS SET FORTH IN THE FACILITY RENTAL REGULATIONS AND THAT FAILURE TO ADHERE TO THESE REGULATIONS WILL INCUR FINANCIAL PENALTIES AND POSSIBLE LEGAL ACTION. I certify that all the information above is accurate and correct. I have read the Facility Rental Regulations pertaining to the use of EKC CROSS BASEBALL, LLC facilities and will (1) be responsible for all injuries to attendees, coaches, and or spectators caused by such use, (2) adhere to the rental hours agreed to and (3) reimburse the EKC CROSS BASEBALL, LLC for all loss or damage to EKC CROSS BASEBALL, LLC equipment/property caused by such use. In consideration of participation as specified at the location requested, for the date(s) and time(s) requested, I do hereby release and hold harmless EKC CROSS BASEBALL, LLC from any and all liability or claims for damage or injury to person or property of the undersigned due to permittee's use of said facility(ies), by reason of any act or omission by EKC CROSS BASEBALL, LLC or any of its officers, agents or employees or the condition of its property.

ACKNOWLEDGEMENT OF RENTAL AGREEMENT

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during participation in this activity a court of law may find me and my party to have waived my/our right to maintain a lawsuit against EKC CROSS BASEBALL, LLC or any of its officers, agents or employees and on the basis of any claim from which I have released them herein.

Print Name of Responsible Party

Responsible Party Email

Signature of Responsible Party

Date

Responsible Party Phone Number