

BLITZ ACADEMY -- REGISTRATION/WAIVER FORM (For Insurance Purposes)

1710 Guthrie Ave, Des Moines, IA 50316 – www.iowablitz.org; 515-669-0793

Adult and Minor Participant Waiver/Release/Assumption of Risk/ Agreement

In consideration of participating in any way in the athletics/sports programs, and /or otherwise participating in or attending events or activities, at Blitz Academy, ("BA") which is owned and operated by Iowa Blitz Fastpitch INC, during the twelve (12) month period between November 1 – October 31 coinciding with the date of receipt of this document, the undersigned, both individually and on behalf of any minor for whom the undersigned is legally responsible:

1. agrees that he or she, or as the parent(s) or legal guardian(s) of a minor participant, shall, prior to participating in an activity at BA, inspect the facilities and equipment to be used, and if the participant believes anything is unsafe, shall immediately inform personnel employed at the front desk of BA of such condition(s) and refuse to participate unless and until such condition(s) is cured or removed.
2. acknowledges and fully understands that each participant will be engaging in activities that by the inherent nature of the activity involve a risk of serious injury, including the potential of permanent disability and death, and understands and accepts that severe social and economic loss may result not only from his or her own actions, inactions, or negligence, as well as from the actions, inactions or negligence of others, the rules of play, and/or from any equipment in the facility or which is used in the normal course of such activity.
3. assumes all of the foregoing risks and accepts responsibility for any injury, disability or death to me and/or my child, as well as, and any damages, whether social or economic, arising from participation in an activity at or involving BA, inclusive of such harm arising from the conduct of others who are also participating therein. I do not, however, accept responsibility for any injuries or damage to me and/or my child arising while participating in an activity at BA which is caused by a reasonably foreseeable physical condition on the premises, although I do accept responsibility for any such harm arising from the physical condition of the netting and the storing of goals as set forth in paragraph 2.
4. represents that I, or my child, am qualified, in good health and in proper physical condition to participate in activity(ies) at BA and hereby authorize any representative of BA, or medical provider, to seek medical attention on my behalf, or on behalf of my child, to ensure my well being, or the well being of my child, without any legal liability whatsoever, inclusive of any responsibility for any negligent rescue operations.
5. releases, waives, discharges and covenants not to sue BA, it's affiliated clubs, administrators, members, directors, agents, coaches, referees, and/or other employees of BA, other participants, sponsoring agencies, sponsors, advertisers, owners and lessors/lessees of the premises used to conduct the event or activity in which I, or the minor participant for whom I am responsible, participate (all of which are hereinafter referred to as "releasees"), from any and all liability to each of the undersigned, his or her heirs and the next of kin, for any and all claims, demands, losses or damages on account of any injury, including death or damage to property, caused or alleged to have been caused, in whole or in part, by the releasees or otherwise. I so agree independently on behalf of myself as to any claims I may have as a participant/spectator and/or as the parent or legal guardian of the subject minor/child, and separately on behalf of the subject minor/child.
6. hereby authorizes the use in any promotional materials of any photograph taken of me, or my child, while participating in any activity at BA.
7. agrees that all disputes arising from an injury or claim whatsoever at, or relating to, BA shall be resolved by mandatory arbitration.

I/WE HAVE READ THE ABOVE AGREEMENT AND UNDERSTAND THAT I/WE GIVE UP CERTAIN RIGHTS BY VOLUNTARILY SIGNING IT AND I/WE NEVERTHELESS DO SO.

Conditions of Facility Use

Blitz Academy is a member-based facility and is not staffed on a regular basis. It is the responsibility of each individual member as well as each team to adhere to the rules and guidelines as set forth in this document. Failure to adhere to these guidelines could result in an individual or team no longer being allowed to use the facility. There are no refunds for fees paid should an individual or team be banned from continued use for failure to abide by the guidelines below.

Blitz Academy is operated by Iowa Blitz Fastpitch Inc. 75-80% of all operating costs are paid by Iowa Blitz Families and therefore, the first responsibility for scheduling team functions must lie with the Iowa Blitz teams. The other 20-25% of operating expenses are subsidized teams, individuals and entities. Therefore, Blitz Academy is a membership only facility. Blitz Academy is a not-for-profit indoor facility. Funds brought in simply pay the bills and help with upgrades and upkeep. The facility has two sides (East and West). Each side has a different configuration, along with slightly different guidelines to be followed.

For team use, a code will be provided to the coach only so that entry to the facility can be obtained. Each individual member and Blitz family will be provided a code upon request and payment for an individual membership. Members, including Blitz players/families, are not allowed to bring non-members into the facility to work out or use any of the equipment including the turf and cages. Non-members can use the facility with a member by paying a \$30 daily fee which includes signing the Facility Use Waiver. This waiver must be signed by an adult. In the case of a minor using the facility the waiver must be signed by a legal guardian of the minor.

There is to be no food, gum, or seeds used on the practice turf at any time. Apart from water, no drinks are allowed on the practice turf. Cleats of any kind are not allowed on the turf. Tennis shoes or turf shoes only. Player bags are not allowed on the turf. For the West side - There are hangers in the entry-way where up to 36 bags can be hung. Catcher's bags are to be placed on the floor up against the fence below the hangers. On the East side, bags can be placed on the floor of the walkway and up against the wall.

And alternate place is on the far East end – up against the wall without blocking the hallway door. Bags should not be placed in the middle of any walkway as a safety precaution.

All equipment in the facility meant for baseball/softball training, can be used by any member. All equipment, netting, cages, etc need to be picked up and put away when finished. There should be no balls in the cages or netting and all cages/netting need to be retracted. Pitching machines should be removed from the practice area – if used and placed in a safe place outside of the cage or practice area. Chairs that are used in cages and on the practice area need to be removed when finished and placed back where they belong. If you are entering a practice area and there is a chair present, please remove it to prevent damage. When hitting please keep the buckets and other pieces of equipment out of harms way of getting hit. Not only is this a safety measure, but it helps prolong the life of the facility equipment.

Helmets must be worn in all cages and whenever hitting on the East side (field space). There is to be **NO live hitting** on the west side other than inside the cages. Live hitting can be done in the large practice space on the East side, but again, anyone on that side during any hitting must have a helmet on if a minor. Balls can come off the top netting at a high rate of speed.

If at any time, you notice that something is broken or needs attention please let Joe Carter know. We understand that equipment will sometimes break or wear out when being used. The sooner we know about holes in the netting or broken equipment the faster we can get it replaced or fixed repaired.

Entering the Facility: Each member will be given a code to enter the facility. Simply punch in your four-6digit code and the door should unlock. Upon entering the facility, please manually lock the door from the inside. If teams are using the facility, the door may remain unlocked.

Exiting the Facility: Upon leaving, if there is nobody else on the side you are using, please ensure all light switches are turned off. Close the door tightly behind you and hit the “Lock” button on the outside keypad to lock the door.

Lights: There are 4 light switches on the West Side and two switches on the East Side. On the West side, there is a light switch as you enter the facility. A second switch is located on one of the poles in the practice area which is protected by a trap door with padding on it. Simply lift up the trap door and hit the switch on the yellow outlet. There are two more switches along the wall. One is located behind Cage #1 as well as on the far north end. On the east die, there is a switch on your left along the wall as you enter the East side. The second switch is located by the blue door which sits just outside the SE end of the practice space. Do not unplug any lights, as these lights remain on.

RESERVING SPACE

This facility is designed for members to be able to use the facility 24/7 with a paid membership or as a member of the Iowa Blitz Fastpitch program. There is no reservation needed for much of the year. However, we do have two periods of time which are busier than others and during these time frames, it would be wise to make reservations to ensure you have space.

Our busiest times are during the months of September and October as well as throughout the months of January, February, and March Mon thru Fri 5pm-9pm. Sunday afternoons also tend to be very busy during the months of Jan thru Mar.

During the months of April thru August as well as November and December reservations will not be taken. There will generally be plenty of space to use. When using the cages and practice space during the months in which reservations are not taken, we encourage all members to be respectful of other members wanting to use the facility. On the rare occasion during this time frame, should the facility get full and all cages/lanes are in use, please do not use a cage or lane longer than 1 hour at a time, especially if you can see that people are waiting. If this becomes an issue – we may move to a reservation system. However, in 5 years this has not been a problem. If you are using the large practice area on the East side and the facility is busy, there are nets that can be pulled to separate the large space and members must share this space.

Members are allowed to reserve the entire large practice space on the East side at a discounted cost should they want to be assured of using the entire space without interference. This cost will be \$25/hour. Simply contact Joe Carter to make this reservation.

There is a calendar located at www.iowablitz.org. You will be able to see what the normal indoor schedule looks like and plan your facility use accordingly. Even when teams are using the facility, there should be anywhere from 1-3 cages available for use and at least one additional pitching lane. The calendar will be updated approximately 2 weeks prior to January, 2022. At that point the first reservations can be made for January.

To Reserve a lane or cage during the busy times send a text msg to Joe Carter @ 515-669-0793, or email joeelk6x6@msn.com. You may also send a text to Jason Uecker at 641-203-3685 or email him at jasonuecker@hotmail.com. We will respond as soon as we can.

During the busy months, you may reserve up to two 1-hour time slots per week during the Weekdays between 5pm and 9pm. Reservations can be made for one month at a time, and we will be taking reservations for January beginning December 27th. **Example:** Your daughter is a pitcher and you want to secure every Monday and Thursday at 7pm for one hour. You may reserve a cage at this time on those two days through the month of January. And if you want to continue this in February, you will need to make another reservation for the month of February beginning the last week in January.

We will take one-month reservations during the last week of each month. However, if you do not intend to use the cage or lane we ask that you give us at least one day's notice. Any "no-shows" without notice will forfeit your ability to reserve cages more than one week at a time going forward.