

## AGREEMENT FOR USE OF ATLANTA FLAMES PRACTICE FACILITY

The DeKalb County School System has graciously allowed use of this gym. Therefore, any misuse of this property may jeopardize everyone's access to this facility. For that reason, we ask you to assume responsibility for the treatment of this facility and equipment by your players, parents and other coaches, while you are at the facility. Specific requirements and considerations:

- 1. Payment for use of the facility is in advance.
- 2. A parent or guardian for each player using this facility must sign the Player's Hold Harmless Agreement prior to their use of the facility. Please email the original executed Agreement to flamesfastpitch@comcast.net and keep a copy of the Agreement for your files.
- 3. You are expected to honor your time commitments. For example, if you agreed to use the facility from 5:00 pm to 7:00 pm:
  - a. Ensure someone is at the facility AT 5:00 pm so we know the facility is not left unattended.
  - b. When your time period has expired, please allow the next user to begin use immediately.
  - c. If you are the last user for that day, please turn off the lights & fans, close every door and ensure the facility is locked.
- 4. Cleanup: Please leave the facility as you found it or better. All trash should be picked up and placed in receptacles. Please check and clean up the restrooms before you leave. Do not allow your players to eat sunflower seeds or similar products. Offenders will be responsible for the \$50.00 cleaning fee.
- 5. If you, your players or coaches damage the facility, you will be responsible for the cost of repairs. Please inform us of any damage you may discover upon entering the facility.
- 6. Players and others using the facility during your time are your responsibility. Do not leave players or minors in the facility without a coach or parent present at all times to supervise them.
- 7. Private instruction In the best interest of all involved, when instructors or coaches are giving individual lessons to a minor, please require a parent to be present at all times.
- 8. No alcohol or tobacco products are allowed on the premises.
- 9. NO CLEATS are allowed in this facility.
- 10. Finally, safety is paramount, especially for our young players. Please supervise and ensure:
  - a. Catchers are expected to use appropriate safety equipment when catching pitchers.
  - b. Batters must wear helmets unless: (a) hitting off a tee; or (b) hitting soft toss.
  - c. At least one coach (or parent) per 5 players is running drills during a practice.
  - d. No more than 15 players will be participating in practice at one time.

Your help keeping this facility safe and clean is greatly appreciated and ensures The Flames can continue to keep it open for you and others. Thank you.

Date	Renter, Instructor or Head Coach
	[Typing your name indicates acknowledgement]

## The Gym at Old Chamblee Middle School

## PLAYER'S RELEASE AND HOLD HARMLESS AGREEMENT

Player Name: \_\_\_\_\_ (the "Player") Team: \_\_\_\_\_

The undersigned person, as the parent or legal guardian of Player, to the full extent permitted by law, agrees to defend, indemnify, release, and save harmless Atlanta Flames Fastpitch, Inc.
Murphey Candler Girls Softball Association, Inc., Murphey Candler Little League, Inc., any and all coaches or instructors, DeKalb County School System, and each of their respective officers directors, members, volunteers, independent contractors, agents, representatives, employees successors and assigns (collectively, "Releasees"), from and against any suit, claim, cost expense, damage, loss, or liability of any kind or nature whatsoever (including attorneys' fees) caused by, arising out of, resulting from, or occurring in connection with the Old Chamblee Middle School Gym and surrounding property ("the Facility"), whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder.
The undersigned acknowledges that execution of this Hold Harmless Agreement is a condition of the entry to the Facility. The undersigned acknowledges that Releasees make no representation, warranty, or guarantee about the safety of the Facility or equipment. The undersigned expressly acknowledges that Releasees make no representation, warranty or guarantee whatsoever about the safety of the Player.
The undersigned further represents that they have adequate insurance in place to cover the cost of any injury or damage to person or property sustained by Player while using the Facility and that they understand that Releasees have relied upon this representation as a condition to entry to the Facility.
Parent or Legal Guardian