



FACILITY USE FORM

Please complete form and sign waiver on page 2.

Hillsborough Youth Athletic Association

P.O. Box 577, Hillsborough, NC 27278

919-732-4454 (headquarters) president@hyaabaseball.org

Name of Person/Organization _____ Today's Date _____

Contact Person: _____

Contact Phone(s): _____

Contact E-mail: _____

Contact Address: _____

1. Requested Facility:

- Collins T-Ball Field A
- Collins T-Ball Field B
- Collins Rookie Center Field
- Collins Rookie Gate Field
- Exchange Club Field
- Schley Grange Field

2. Number of People Expected: _____

3. Purpose of Use: _____

4. Date and Time Requested:

Date: _____ Time In: _____ Time Out: _____

5. Will this event include activities that may require additional liability insurance? yes no

6. Will food be served at this event? yes no

If yes, do you agree to leave the facility as you found it and free of all trash and debris? yes no

I understand and agree to the terms and conditions on the Facility Use Form and the attached Release. I take full responsibility for any and all loss and damage to the facilities as a result of my use which will include, but is not limited to, possible repair and replacement costs. I further understand and agree to release Hillsborough Youth Athletic Association, Inc. for any and all damages, losses, or injuries related to or arising out of my participation in the events occurring at said facilities and I have reviewed, read and signed the attached Release.

Signature of responsible party _____ Date _____

HYAA League Use Only

Facility Use Approved: yes no

Signature of Authorized HYAA Representative: _____ Date: _____

HILLSBOROUGH YOUTH ATHLETIC ASSOCIATION

RELEASE

FOR AND IN CONSIDERATION OF my permitted participation in the _____ (name of event) held on the ____ day of _____, _____, at _____ (location), and other good and valuable consideration, I, being of lawful age, or I, being the parent or guardian of a participant under the age of eighteen (18), release and discharge, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge Hillsborough Youth Athletic Association, Inc., (hereafter referred to as "HYAA") the board of directors for HYAA, its officers, its predecessors, successors, heirs and assigns, principals, agents, servants, and any and all other persons, firms and corporations, whether named herein or not, of and from any and all past, present and future actions, causes of action, claims, demands, damages (both actual and punitive), costs, loss of earnings, loss of service, lost profits, expenses, compensation, judgments, liabilities, attorneys' fees and legal costs, third party actions, actions arising out of or related to the conditions or actions of other participants and/or spectators and observers, suits at law or in equity, specifically including, but not limited to, any claim I may have against HYAA, of whatever nature, and any and all incidental and consequential damage on account of, or in any way growing out of, any and all known and unknown injuries and/or damages related to or arising out of my participation in the aforementioned event.

In making this Release it is understood and agreed that I rely wholly upon my own judgment, belief and knowledge of the nature and extent of my participation in the above referenced event at the noted location and that I have not been influenced to any extent whatever in making this Release by any representations or statements made by HYAA, the corporations, persons, firms and all others, whatsoever, who are hereby released, or by any person or persons representing him or them, or by any individual employed by him or them.

I further represent that I understand and am aware of the risks of use of the above referenced facility and that participation in said event is voluntary. By signing this Release I am freely choosing to participate in the scheduled event and understand and agree that HYAA is not responsible to carry liability, health, or any other medical coverage on the facility or its participants and that I am wholly responsible for any costs arising out of or concerning the event, the facility, or its participants.

This Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not merely a recital. All prior understandings, representations and agreements are merged in this agreement, and this Release shall not be modified in any manner, except by written instrument signed by both parties.

This Release shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

In the event that a dispute or controversy arises out of or relating to this Release or out of or relating to the aforementioned event, the parties agree that the exclusive course of action shall be by binding arbitration within the County of Orange, State of North Carolina and the laws of North Carolina.

I further state that I have carefully read the foregoing Release and know the contents thereof, and I sign the same as my own free act.

This the ____ day of _____, _____.

_____ (seal)

Participant

_____ (seal)

Parent or Guardian
If under the age of 18