

Bellaire Little League Select Team Field Usage Policy

This document represents the official policy for use of Bellaire Little League (“BLL”) fields and related facilities and equipment, including all fields at the Horn, Pin Oak and Jessamine field complexes, by summer or “select” teams. This includes preparation and play of official league teams for District and Post Season play and related practice times. All teams requesting field use must comply with all requirements for eligibility prior to scheduling and/or using any fields and related facilities and equipment. BLL reserves the right to amend or update this policy at any time, regardless of the impact to eligible or otherwise scheduled or allowed teams.

1. BLL Use Primary. All official BLL activities, including summer postseason practice and play, take precedence over all other play or field use. Fields may be closed for regular or specific field maintenance or other activities by BLL or others. An attempt to accommodate impacted teams will be made; however, BLL cannot guarantee other field space available in the event of field closures. All use of any field under this policy is “at the risk” of the team, coaches, parents, and players using the field, and without any representation, warranty, or guarantee by BLL.

2. Role of Bellaire Little League. Summer or select team baseball, even if advertised or facilitated by BLL, is not a BLL sanctioned or controlled event or activity. The role of BLL is simply to facilitate and coordinate field and facility usage to minimize scheduling conflicts. BLL neither has nor shall be deemed to have any greater role or control over select teams.

3. Scheduling and Coordination. All teams must register and request scheduling of field time in writing via the BLL’s official coordinator. For 2008, this is Mike Fox. The league coordinator will assign times and publish a schedule to all teams, as necessary. In the event of competing requests for the same time and field which cannot be resolved by the teams, the league coordinator will assign times in his or her discretion.

4. Fees. Each team must pay a \$300.00 nonrefundable, lump sum fee for use of the fields per season (Spring, Summer, and Fall). This fee is to offset wear and tear on fields, facilities, and equipment and is not to be considered rent, impose any duties or obligations on BLL, or affect in any way the role of BLL.

5. Safety; Risk of Injury; Control. The risk of injury from activities involved in little league baseball, including select teams, is significant, including the potential for permanent paralysis and death. While particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury is inherent to the activity. Control of the select teams and related activities is not the responsibility of BLL and no responsibility is undertaken or implied. Instead, it is each team’s responsibility, acting through its coaches and the parents of its players, to ensure that activities are controlled and that appropriate mitigation steps are taken. BLL cannot be and is not responsible for control of select teams or related activities or the conditions of the fields and related facilities and equipment.

6. Liability Insurance. Each team must maintain a current policy of liability insurance with limits of at least \$1,000,000 per incident/\$2,000,000 aggregate and with at least \$25,000.00 medical liability specifically covering all players and coaches. Each team must provide written documentation evidencing its compliance with this requirement at registration and must maintain the insurance for duration of the period during which it desires use of the fields. Any visiting team also must maintain a current policy of liability insurance with limits of at least \$1,000,000 per incident/\$2,000,000 aggregate and with at least \$25,000.00 medical liability specifically covering all players and coaches.

7. Acknowledgement, Assumption of the Risk, Waiver, and Release of Liability Form. A parent or legal guardian with authority of each child participating in the select team and each coach or manager must execute the form of Acknowledgement, Assumption of the Risk, Waiver, and Release of Liability Form attached to this policy as Attachment 1. Each team must provide written documentation evidencing its compliance with this requirement at registration, along with the originals of each of the executed forms and a team roster.

8. Umpires. All umpires used on BLL fields must be scheduled via the BLL's official Umpire-in-Chief, Tom Gaden, or his or her designee.

9. Threatening Weather. The official BLL Threatening Weather Policy must be adhered to and strictly followed by all participating teams.

10. Maintenance. All teams must maintain each field used, including, but not limited to raking, dragging and watering the fields following every use. Maintenance also includes cleaning dugouts and stands after scheduled games or practices. Failure to comply may result in suspension of field privileges. Further, teams should report any dangerous or defective condition or any other situation in need of attention or repair to the league.

11. Damage. Teams shall be responsible for all loss or damage caused by their use of the fields, facilities, and equipment other than ordinary wear and tear. All costs of repair for such items will be billed to the team responsible for any damage, plus 10%.

12. Team Representative. Each team must designate the primary coach for the team who will act as the representative to BLL. Among other responsibilities, this person will be responsible for: (a) requesting and confirming dates and times of field usage; (b) closing the fields to prevent damage to the playing surface (e.g., canceling the game or practice when it is too wet); (c) being the primary point of contact between the team and BLL, authorized to bind the team and speak on its behalf; and (d) indicating the team's agreement to the conditions stated in this policy by executing a copy of this document in the space indicated below and returning an original copy to BLL prior to any use.

Failure to follow and adhere to the above policies and any other Bellaire Little League policies regarding appropriate conduct on and use of all Bellaire Little League facilities and fields may result in action by Bellaire Little League, including suspension of field privileges.

AGREED AND ACCEPTED:

By: _____

Address: _____

Name: _____

Phone: _____

Team: _____

E-mail: _____

Date: _____

**Attachment 1: Acknowledgement,
Assumption of the Risk, Waiver, and Release of Liability Form**

**Bellaire Little League Acknowledgment,
Assumption of the Risk, Waiver, and Release of Liability Form**

In consideration of my child participating on a select team and/or in private camps, clinics, or lessons which use fields and/or facilities coordinated by Bellaire Little League (“BLL”), I, the parent or legal guardian of _____, acknowledge, appreciate, and agree that:

1. Role of Bellaire Little League. Select team baseball and private camps, clinics, and lessons, even if advertised or facilitated by BLL, are not BLL sanctioned or controlled events. The role of BLL is simply to facilitate and coordinate field and facility usage to minimize scheduling conflicts. I agree that BLL neither has nor shall be deemed to have any greater role or control over select teams and private camps, clinics, and lessons or the activities which take places at or in conjunction with them.

2. Risk of Injury. The risk of injury from activities involved in little league baseball, including select teams and private camps, clinics, and lessons, is significant, including the potential for permanent paralysis and death. While particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury is inherent to the activity. Control of the select teams and private camps, clinics, and lessons and related activities is not the responsibility of BLL and no responsibility is undertaken or implied. Instead, it is your responsibility, as parent or legal guardian of your child, to ensure that activities are controlled and that appropriate mitigation steps are taken. BLL cannot be and is not responsible for control of select teams and private camps, clinics, and lessons or related activities or the conditions of the fields and related facilities and equipment.

3. I, knowingly and freely EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISK OF INJURY FROM MY CHILD’S PARTICIPATION IN SELECT TEAMS AND PRIVATE CAMPS, CLINICS, AND LESSONS AND OTHER RELATED ACTIVITIES AND EVENTS. I DO HEREBY FOREVER DISCHARGE, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE BELLAIRE LITTLE LEAGUE, INCLUDING ITS COACHES, AGENTS, REPRESENTATIVES, OFFICERS, BOARD MEMBERS, AND EMPLOYEES, FOR AND ON BEHALF OF MYSELF AND MY MINOR CHILD AND OUR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL LIABILITY, RIGHTS OF ACTION, CAUSES OF ACTION, LOSSES, CLAIMS, DEMANDS, COSTS, AND EXPENSES FOR DAMAGES AND/OR PERSONAL INJURY THAT MAY ARISE IN CONJUNCTION WITH EITHER MY OR MY CHILD’S PARTICIPATION IN THE ACTIVITY EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF BLL (OR ANY SUCH INDEMNITEE).

4. I understand and assume all risks, if any, arising from the conditions and use of the baseball fields and related premises and equipment and acknowledge and understand any cause of action arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas or equipment and for failure to warn of dangerous conditions existing of said fields is included within the scope of this waiver and release.

I, the parent or legal guardian of the above named participant, have read this “Acknowledgement, Assumption of the Risk, Waiver, and Release of Liability Form,” fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Signed: _____

Date: _____