

LG SPORTS SHACK – PARTICIPANT WAIVER & RELEASE

WAIVER OF LIABILITY, RELEASE OF LIABILITY, AND ASSUMPTION OF RISK

LG SPORTS SHACK (“THE SHACK”)
Owned and Operated by **LG Holdings ICT, LLC**
5575 Larson Road, Maize, Kansas 67101

PARTICIPANT INFORMATION

Name of Participant: _____

Date of Birth: _____

Parent/Guardian (if under 18): _____

Address: _____

Phone: _____ Email: _____

1. ACKNOWLEDGMENT OF ACTIVITIES

I acknowledge that LG Sports Shack (“The Shack”) is a privately owned indoor athletic facility used for activities including, but not limited to:

- Basketball
- Volleyball
- Baseball and softball pitching and hitting (including batting cages and machines)
- Pickleball
- Individual training and lessons
- Team practices
- Open gym and recreational use
- Spectating and related activities

These activities may be supervised or unsupervised and may involve third-party instructors, coaches, or other participants.

2. ASSUMPTION OF RISK

I understand that participation in athletic and training activities at The Shack involves inherent and significant risks, including but not limited to:

- Being struck by balls (basketballs, volleyballs, baseballs, softballs, pickleballs), bats, or equipment

- Collisions with other participants, walls, flooring, or equipment
- Slips, trips, and falls
- Equipment malfunction or misuse (including pitching machines)
- Overexertion, dehydration, or physical strain

These risks may result in:

- Minor injuries (scrapes, bruises, sprains)
- Serious injuries (fractures, concussions, ligament injuries)
- Catastrophic injuries (permanent disability or death)

I knowingly and voluntarily assume all risks, whether known or unknown, inherent or otherwise.

3. NO MEDICAL SERVICES

I understand that LG Holdings ICT, LLC does not provide on-site medical personnel or emergency medical services.

I certify that I (or my child) am physically able to participate and have no condition that would make participation unsafe.

4. FACILITY AND EQUIPMENT USE

I agree:

- To inspect the facility and equipment prior to use
- To refrain from use if any unsafe condition exists
- To use all equipment properly and as intended
- To obtain instruction if unfamiliar with equipment (including batting cages)

5. RULES AND CONDUCT

I agree to comply with all posted rules and instructions, including those contained in Exhibit A and Exhibit B, including but not limited to:

- No food or drink in restricted areas
- Proper footwear and attire
- Safe and respectful conduct
- Supervision of minors where applicable

Failure to follow rules may result in immediate removal without refund.

6. RELEASE AND WAIVER OF LIABILITY

In consideration for being allowed to enter and use The Shack, I, on behalf of myself and/or my minor child, hereby release, waive, and discharge **LG Holdings ICT, LLC d/b/a LG Sports Shack**, its owners, members, managers, employees, agents, contractors, instructors, volunteers, and affiliates, from any and all claims, demands, causes of action, or liability, including those arising from ordinary negligence, related to:

- Participation in activities
- Use of the facility or equipment
- Instruction, supervision, or lack thereof
- Presence on the premises

This includes claims for personal injury, death, property damage, or loss, whether known or unknown, foreseen or unforeseen.

7. INDEMNIFICATION

I agree to indemnify and hold harmless LG Holdings ICT, LLC and all related parties from any claims arising out of:

- My participation (or my child's participation)
- My actions or omissions
- Any damage caused by me or my child

8. RENTAL / THIRD-PARTY USE

I understand that:

- The facility may be rented or used by teams, coaches, or third parties
- LG Holdings ICT, LLC is not responsible for supervision, instruction, or conduct of third-party users
- Participation in any third-party activity is at my own risk

9. PHOTOGRAPHY / MEDIA RELEASE

I grant permission for LG Sports Shack to use photographs or videos taken during activities for marketing or promotional purposes without compensation.

10. GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Kansas.

Any legal action must be filed in a court of competent jurisdiction within the State of Kansas.

11. SEVERABILITY

If any provision of this agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

12. ADDITIONAL ACKNOWLEDGMENT – RULES & EMERGENCY PROCEDURES

The undersigned Participant and/or Parent(s) or Guardian(s) acknowledge that use of LG Sports Shack is subject at all times to the Facility Rules (Exhibit A) and Emergency Procedures (Exhibit B).

The undersigned:

- Acknowledge receipt of, or opportunity to review, these Exhibits
- Agree to comply with all such rules and procedures
- Understand that failure to comply may result in removal from the facility

13. ACKNOWLEDGMENT AND SIGNATURE

I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE.

I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant Name: _____

Signature: _____ Date: _____

Parent/Guardian (if under 18):

Name: _____

Signature: _____ Date: _____

EXHIBIT A

FACILITY RULES

LG SPORTS SHACK ("The Shack")

5575 Larson Road, Maize, KS 67101

***Golden Rule: Leave the facility better than you found it!**

1. **Signed Waiver Required.** If you are a user or participant of this facility, you, or your parent/guardian if you are under age 18, must sign a waiver before using this facility or any of its amenities.
2. **Clean Up After Yourself.** Pick up all trash, water bottles, tape, athletic wrap, and other personal or team items before leaving.
3. **No Food on Courts or Turf.** No food is permitted on the courts or turf areas. Drinks are allowed only if they have secure lids.
4. **Return Equipment.** Basketballs, volleyballs, pickleball nets, bats, and all training equipment must be returned to their proper place after use.
5. **Respect the Facility.** No dunking on rims unless the rim is specifically designed for such use. Do not hang on rims, nets, cages, or other equipment.
6. **Indoor Shoes Only.** No street shoes, cleats, or turf shoes are permitted on the court surfaces.
7. **Batting Cage Safety.** Only the hitter and pitcher may be inside the cage. No swinging bats outside the cage area.
8. **Supervise Children.** Parents, guardians, coaches, and team supervisors are responsible for supervising all minors at all times.
9. **No Roughhousing or Horseplay.** Unsafe or reckless conduct is prohibited.
10. **Close Up Properly When Leaving.** At the end of your use period:
 - Turn off all lights
 - Make sure all doors are locked
 - Reset the thermostat if it was adjusted
11. **Report Any Damage Immediately.** Any damage to the facility or equipment must be reported promptly to the owner or designated contact person.
12. **Use Facility at Your Own Risk.** Owners are not responsible for injuries, accidents, or lost, stolen, or damaged personal items.
13. **No Gum, Sunflower Seeds, or Tobacco Products.** These items are prohibited anywhere in the facility.

14. **Do Not Adjust Equipment Unless Authorized.** Nets, goals, cages, and similar equipment may not be adjusted unless specifically authorized.
15. **Rental Time Includes Setup and Cleanup.** Your reserved time includes your setup and cleanup. Please exit on time so the next group may begin as scheduled.

EXHIBIT B

EMERGENCY PROCEDURES

LG SPORTS SHACK ("The Shack")

5575 Larson Road, Maize, KS 67101

IN ANY EMERGENCY

1. Stop all activity immediately.
2. Assess the situation.
3. Call 911.
4. Provide first aid if able.
5. Do not move injured persons unless necessary for safety.
6. Send someone to meet emergency responders outside.
7. Keep others calm and clear the area.
8. If minor children are involved, immediately contact their parent/guardian.

MEDICAL EMERGENCY

1. Call 911 for any serious injury or whenever there is uncertainty about the severity of the situation.
2. Do not allow an injured person to continue participating.
3. Contact the injured minor's parent/guardian immediately.
4. For any suspected head injury: when in doubt, sit them out, and contact the parent/guardian.
5. If a person is unconscious or not breathing:
 - Call 911 immediately
 - Begin CPR if trained to do so

FIRE OR SMOKE

1. Evacuate immediately.
2. Call 911.
3. Do not attempt to fight the fire unless it is very small and safe to do so.
4. Exit through the nearest available door.
5. Meeting Area: Outside parking lot.

SEVERE WEATHER

Tornado / High Winds - Move immediately to an interior area on the west side of the facility. Use the storage closet, kitchen, and/or bathroom, and shut the doors.

EVACUATION - Evacuate for fire, gas smell, structural concerns, or any other unsafe condition.

1. Exit calmly through the nearest door.
2. Two exit doors are available, and if necessary, the garage door may also be used.
3. Do not run or push.
4. Gather in the parking lot.
5. Account for all participants and attendees.

SECURITY / THREAT

1. Call 911 immediately.
2. Lock doors if safe to do so.
3. Shelter in place or evacuate if necessary based on the circumstances.

EQUIPMENT SAFETY

1. Stop using damaged equipment immediately.
2. Report any issue to the owner or designated contact person.
3. Do not attempt repairs.

INCIDENT REPORTING

1. Report all incidents to the facility owner or designated contact person as soon as possible.
2. Document what happened, including the time, persons involved, and relevant details.

IMPORTANT CONTACTS

Emergency: 911

Facility Address: 5575 Larson Road, Maize, KS 67101

Owner Contacts: Jeffrey Lowe, Brooke Lowe, Barry Gaskill, or Shannon Gaskill

REMINDER

All users are responsible for supervision of their group and must follow these procedures at all times.