

CNYFastpitch Inc. Team Instruction Payment Policies

1. A \$20.00 non-refundable fee is required for each date of training that a team requests CNYFastpitch Inc. reserve on their behalf. For example, the average team books 20 dates and therefore would require a \$400.00 up front deposit to secure their timeslot for the entire 20 weeks of training. The deposit will be applied to the balance due on the date of service.
2. All payments are required in full the date the service or training is provided. No exceptions.
3. CNYFastpitch Inc. requests that each team have a representative that is responsible for collecting fees from their players and then submitting ONE payment to us per week. We cannot be responsible for tracking down individual parents for payment.
4. The hourly fee for team training is \$180.00 regardless of whether your team shows up with 5 or 15 participants. it is the responsibility of the entire team to pay the hourly fee. Should one member of the team fail to pay his/her share, the team must account for it. No exceptions.
5. No person or team will be allowed to use the facility without a signed contract and completed facility waivers on file.
6. If the facility is closed for any reason (bad weather, etc.), the deposit shall be used as credit towards a future training date.
7. 14 days notice must be given to cancel a team training session or the team/organization will be charged the full fee for that session. Deposits are non-refundable and non-transferable. Our intent is always to work with our clients and be reasonable. We ask that common courtesy be extended and we will do the same. We want your training dollars to go towards training, not unused facility costs. Unfortunately, several times per year we are hit with situations that directly cause revenue loss or force us to incur fees due to inadequate notice. We must pass these costs back to the client.

By completing and signing the form below, I am agreeing to the above listed policies:

CNYFastpitch Inc. Team Facility Rental Agreement with Instruction <small>Print this form off, fill it in clearly and complete, and return to: CNYFastpitch Inc. 6189 East Taft Road North Syracuse, NY 13212</small>				<small>Phone Number: 315-299-5126 FAX Number: 315-299-5127 email with questions: troman@cnyfastpitch.com</small>																	
Today's Date		<i>complete boxes to the right</i>																			
Contact Person																					
Group or Organization																					
Address																					
Phone Number Home:		work:		office:																	
email		fax:																			
Date/Time of rental		Date:		Time:																	
List additional dates if needed																					
— P A Y M E N T —																					
You must provide us with a credit card number to reserve your time and space with us. Schools may include a purchase order number here instead of credit card number _____ Purchase Order Number		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Amount due</td> <td colspan="3" style="text-align: center; padding: 5px;"> </td> </tr> <tr> <td colspan="4" style="padding: 5px; text-align: center;"><small>We accept cash, check, mastercard, visa, and discover. A \$30.00 fee applies for returned checks</small></td> </tr> <tr> <td style="padding: 5px;">Card No.</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> <td style="padding: 5px;">exp. /</td> </tr> <tr> <td colspan="4" style="padding: 5px;"><small>Please sign name below as it appears on your credit card</small></td> </tr> </table>				Amount due				<small>We accept cash, check, mastercard, visa, and discover. A \$30.00 fee applies for returned checks</small>				Card No.			exp. /	<small>Please sign name below as it appears on your credit card</small>			
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<small>Please sign name below as it appears on your credit card</small>																					
Please specify: Baseball / Softball		signature of cardholder																			
<small>By signing below, I agree to the payment terms listed above:</small>																					
Printed name of contact person																					
Signature of contact person																					
Date signed																					



Team Instruction Prices

FACILITY RENTAL WITH INSTRUCTION

(1) 1 hour session: \$180.00

*15 player maximum

(1) 90 minute session: \$270.00

*15 player maximum

(1) 2 hour session: \$360.00

*15 player maximum

Prices effective September 1, 2009

Call 299-5126 to schedule an appointment.

6189 East Taft Rd. North Syracuse, NY 13212

PARTICIPANT RELEASE OF LIABILITY - READ BEFORE SIGNING

Name of Participant: _____ Date of Birth: _____

Parents Name: _____ Home Number: _____

Work Number: _____ Cell Number: _____

E-Mail: _____ Fax: _____

Address:

Street	City	State	Zip
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In consideration of being allowed to participate in any way in CNYFastpitch, Inc. related events and activities, I, the Undersigned, acknowledge, appreciate, and agree that:

Parent/Legal Guardian Initial

- _____ 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- _____ 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- _____ 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and
- _____ 4. I, for myself and on behalf of my heirs, personal representatives and the next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS CNYFastpitch, Inc., their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, town and community leagues and departments of recreation, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ Date Signed: _____
Participant's Signature

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under 18 at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for the participant, do consent and agree to his/her release as provided above of all the Releases, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____ Date Signed: _____
Parent/Guardian Signature