

**CONTRACT NAME: AGREEMENT BETWEEN SACRAMENTO RIVER CATS
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is an agreement for the Davis Senior High School Baseball program to participate in the high school game fundraising program at Raley Field. Davis High School will play Del Oro High School on Wednesday, April 18. This game day replaces the March 15, 2018, event that was cancelled.

FISCAL IMPACT: This is a site approved fundraising event.



River Cats High School Baseball Program

Wednesday, April 18, 2018
Game Contract and Game Day Procedures

Home Team: Del Oro
Away Team: Davis

Head Coach: Matt French
Head Coach: Dan Ariola

Game Day Agenda:

JV Game

1:45	Teams arrive
2:00	Warm-ups
2:30	Home Team in/out
2:40	Visiting Team in/out
2:50	National Anthem
3:00	Game First Pitch
5:30	JV game concludes

Varsity Game

5:30	Teams start warm-ups
6:00	Home Team in/out
6:10	Visiting Team in/out
6:20	Line-ups, first pitches, and National Anthem
6:30	Varsity First Pitch

Warm-Up Procedures:

- Gates will open at 1:45 pm for players and coaches.
- The front gate (next to Box Office) will be used for both players and fans
- There will be no use of the clubhouse facilities, please come dressed in uniform
- One bullpen will be open for warm up (teams must share)
- The batting cages will not be open
- Each team will be allotted 10 minutes for infield practice
- Tennis shoes must be worn during warmups; spikes are only allowed during the game

Game Procedures:

- JV games are scheduled for 7 innings, 2.5 hours maximum. No extra innings.
- Varsity games are scheduled for 7 innings with an extra inning available.
 - If after 8 innings the game is still tied, the game can continue to be played if the 2.5 hour mark has not been hit.
- Scoreboard will be operated by Sacramento River Cats staff.
- Umpires need to be scheduled by the teams and need to come dressed for the game.
- All equipment must be provided by the teams.
- The River Cats will make the PA available for use but the teams must provide PA announcer (We will provide you with a wireless mic, the PA announcer will sit behind home plate to call the game)
- You may have someone throw out the first pitch and sing the national anthem
- Bat Boys must be 10 years of age or older and must wear a batting helmet at all times.
 - Waiver for Bat Boys must be signed by legal guardian and provided with the team waivers.

- When players are not playing and coaches are not at first and third base they must remain in the dugout at all times

Rain-outs:

- If the field is not playable because of rain before or during the game, the game must be rescheduled. This includes rain prior to the date of play that makes the field unplayable on your game date. The final call will be made by the River Cats head groundskeeper as to the playability of the field.
- All efforts will be made to play the make-up game on a mutually agreeable date: Make-up games may require doubling up on a date already booked and an earlier game time may be required.
- If no date can be determined a game will be scheduled for the 2019 high school baseball season or your teams can choose to schedule a full batting practice for each team on a date that is available during the 2018 season.

Admissions:

- No gate admission will be charged for your game by the River Cats.

Parking:

- The River Cats will provide limited parking to unload equipment in the front parking lot
- Parking is free for all patrons. Coaches, students, parents, etc.

Food:

- No outside food is permitted in Raley Field
- Bottled water and sports drinks can be brought in for the players
- Sunflower seeds are not permitted in the dugouts and are not to be spit on the warning track
- Concessions will be open on the concourse and staffed by the River Cats concessionaire

Insurance Requirements:

- The Sacramento River Cats require a proof of liability insurance from the member HS teams. Attached is the form that needs to be submitted to your school's insurance company.
- The Sacramento River Cats require each person on the field during the day of game sign a release of liability that will be collected before entering the stadium to ensure that they are signed by the parent and player. Please make enough copies for each participant.
- All participants must have a waiver, including bat boys, coaches and anyone entering the dugout or field. (This includes any media or photographers that you have at your game)

Tickets:

- All of your tickets must be paid for before you play your HS Baseball game at Raley Field. Please connect with Erika to arrange final payments and tickets if you have not already.
- Erika Busch 916-376-4724 or ebusch@rivercats.com

I have read and understand the Game Contract and Game Day Procedures. My team will comply with these terms for our 2018 High School Baseball Game.

School: Davis Senior High School/DJUSD District Official: Bruce E. Colby, Chief Business Officer _____

Coach's Name _____

Coach's Signature: _____

***RIVER CATS COPY ***

HOME TEAM: DEL ORO



To: Raley Field Vendors, Subcontractors, Suppliers, Performers and Other Facility Users
("Facility User")

Re: Raley Field Required Insurance Requirements and Documents

Our policies require that all organizations engaged in business with us, and all who enter our premises, must provide current insurance documents in addition to the execution of our standard Facility Use Agreement. Please comply with the following requirements:

1. Certificate of Liability Insurance must provide evidence of insurance with limits as follows:
 - a. Commercial General Liability: \$2,000,000 each occurrence/aggregate
 - b. Commercial Automobile Liability: \$2,000,000 combined single limit
 - c. Workers' Compensation & Employers Liability: Statutory
2. Certificate of Liability Insurance must show evidence of Excess Liability, if required.
3. Insurance provided must be primary and any insurance carried by Raley Field and its entities shall be noncontributory with and excess to the Facility User.
4. Insurer must have a current A.M. Best's rating of no less than A:VII.
5. River City Baseball entities, per the attached, must be named as **additional insured via separate endorsement to the Facility User's policies using one of the following AI forms:**
 - a. Vendors: CG 20 15 07 04 or CG 20 26 07 04
 - b. Contractors: CG 20 10 07 04 and CG 20 37 07 04
6. The Facility User's General Liability and Workers' Compensation policies are to be endorsed to waive all rights of subrogation against the Raley Field entities.
7. The Certificate of Insurance should clearly disclose the nature of the event(s) and date(s) of the event(s) at Raley Field.

All required insurance documents should be sent to:

Ms. Maddie Strika, Controller
River City Baseball Investment Group, LLC and Affiliates
400 Ballpark Drive
West Sacramento, CA 95691

If you have any questions on these matters, please contact your Raley Field event coordinator.

Good luck with your event at Raley Field!

Updated: February 1, 2014

River City Baseball Investment Group, LLC: Entities

Additional Insured Requirements: Named Entities

1. River City Baseball Investment Group, LLC
2. Sacramento River Cats Baseball Club, LLC
3. River City Stadium Management, LLC
4. River City Parking, LLC
5. River City Freeze, LLC
6. River City Concessions, LLC
7. River City Land Holding Company, LLC
8. City of West Sacramento, its officers, officials, employees, and volunteers
9. County of Sacramento
10. County of Yolo
11. River City Regional Stadium Financing Authority
12. BNY Western Trust Company
13. River Cats Foundation, Inc.

**RELEASE OF LIABILITY AND INDEMNIFICATION
(Raley Field)**

The undersigned hereby expressly, unconditionally and irrevocably assumes all risks and danger of personal injury to, and of any damage to or loss of any property of, the undersigned arising out of or in any way relating to the undersigned's presence on or about Raley Field, whether occurring prior to, during or subsequent to the undersigned's participation in or observance of entertainment routines, interaction with fans, baseball games or other activities, and agrees that River City Stadium Management, LLC, a Delaware limited liability company, Sacramento River Cats Baseball Club, LLC, a Delaware limited liability company, and their respective affiliates, employees, agents, officers, managers, players, and other representatives (collectively, the "Released Parties") shall have no liability for any such injuries, losses or damages. Without in any way limiting the foregoing, to the fullest extent permitted by law, the undersigned hereby expressly, unconditionally and irrevocably waives and releases any claim or cause of action the undersigned may have against any of the Released Parties arising out of any such injuries, losses or damages (except for claims or causes of action based on the sole and gross negligence of the Released Parties). The undersigned further agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless each of the Released Parties from and against any and all claims, causes of action, losses, liabilities and/or judgments which relate to such injuries, losses or damages or to injuries, losses or damages the undersigned causes to others present on or about Raley Field (except for claims or causes of action based on the sole and gross negligence of the Released Parties).

I agree that prior to my participation in any activities, I will inspect the facilities, equipment and area where such activities are being conducted and, if I believe any of them are unsafe, I will immediately advise the person supervising the activities. I acknowledge and understand that my participation in such activities may involve risk of serious injury or death, including economic losses, which may result not only from my own actions, inaction or negligence, but also from the actions, inaction, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, or these types of activities in general. I warrant that I am in good health and have no physical condition that would prevent, or present an undue health risk from, participation in such activities.

The language in all parts of this instrument shall be in all cases construed simply according to its fair meaning and not strictly against either the undersigned or any Released Party. Wherever possible, each provision of this instrument shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this instrument shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if the legally impermissible portion of such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this instrument.

I have read this Release of Liability and Indemnification, fully understand its terms, understand that I have given up substantial rights and undertaken substantial obligations by signing it, and sign it freely and voluntarily without any inducement. I declare that I am over the age of 18 years (or, if not, a parent/guardian must sign below), and that I am otherwise fully competent to sign this instrument on my own behalf.

Participant's Signature

Print Name

Date

**FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF SIGNING)**

This is to certify that I, as parent/guardian with all legal responsibility for this participant, do hereby consent and agree to the foregoing Release and Indemnification, and expressly agree further that all of the provisions of such Release and Indemnification also shall be binding on myself, my heirs, assigns and next of kin.

Parent/Guardian's Signature

Print Name

Date

Emergency Telephone Number(s)