

Martin Girls Softball League
PLAYER WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

Permission

I, the undersigned, as the parent or legal guardian of _____ do hereby give my consent and approval for my child to participate in the Martin Girls Softball League during the 2009 season. Should emergency medical treatment be needed, I authorize the coach and/or staff, if I cannot be reached by telephone or because of the emergency not allowing sufficient time to make contact, to act on my behalf to approve any reasonable medical treatment deemed necessary by a licensed physician and/or hospital.

Assumption and Release

I understand that there are certain risks of damages and injuries, including death, inherent in the practice and play of softball, as well as in traveling in other related activities incidental to my child's participation, and I am willing to assume these risks on behalf of my child. These risks include but are not limited to those hazards associated with weather conditions, travel, playing conditions, equipment and other participants.

I understand that the very nature of the game of softball is hazardous and risky, including, but not limited to, the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to my child and to other players. I understand that sliding into base is dangerous to my child and other players and may result in serious injury or death.

Further, I agree that in consideration for the right to allow my child to participate as a member of the Martin Girls Softball League and in consideration for permission to play on the fields arranged for by the team or league:

1. On behalf of my child and myself, I do voluntarily elect to accept and solely assume all risks of injury incurred or suffered by my child (a) while practicing or playing as a member of a team in the Martin Girls Softball League, (b) while serving in a non-playing capacity as team member or observer during practice or play by other teams or by other players on my child's team, (c) while on or upon the premises of any and all of the fields arranged for by my team or league for practice or play, and (d) while as a passenger, or driver en route to/from scheduled practices or games.
2. In addition to giving my full consent for my child's participation, I do hereby waive, release, discharge and agree not to sue the team, the Martin Girls Softball League, the City of Martin, the United States Fastpitch Association (USFA), or their owners, officers, agents, servants, associations, employees, or any person or entity connected with the team, league, field or USFA for any claim, damages, costs including attorney's fees, or cause of action which I or my child have or may have in the future as a result of damages, injuries, including death, sustained or incurred by my child from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.

I hereby certify that my child is fully capable of participating in the designated sport and that my child is healthy and has no physical or mental disabilities or infirmities that would restrict full participation in these activities, except as made known to the coaches and officials of the team and league.

I further agree on behalf of myself and my child, that I shall hold harmless and fully indemnify the parties hereby released from any and all claims, damages, costs including attorney fees, and causes of action which may arise from any cause of action made by me or by, through or on behalf of my child, even if the damages, injuries or death are caused in whole or in part by any of the persons or entities hereby released.

Signature

Date