

2017 City of Oswego Roster Release Form

Parental Waiver, Release of Liability and Indemnification Agreement

This form must be signed by all players and parents of players **under 18 years of age** and submitted with Team Roster

I, the undersigned as the parent or legal guardian of the child named below, do hereby give my full consent and approval for my child to participate as a member of the softball team and league indicated below. **I understand that my son/daughter must be at least 16 years old to participate.**

- 1) I understand 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.
- 2) I understand that sliding into a base is dangerous to my child and to other players and may result in serious injury or death.
- 3) 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 stationary objects, all of which can cause serious injury or death to my child and to other players.

Further, I agree that in consideration for the right to allow my child to play as a member of the team designated below 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 assume all risks of injury incurred or suffered by my child
- 2) (a) while practicing or playing as a member of the team so designated, (b) while serving in a non-playing capacity as a team member during practice or play by other teams or by players on my team, and (c) while on or upon the premises of any and all of the fields arranged for by my child's team or league for practice or play.
- 3) 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 and/or the league designated below, the field owner or other entity below, the Amateur Softball Association of America, or their owners, officers, agents, servants, associations, employees or any person or entity connected with the team, league, field or Amateur Softball Association of America for any claim, damages, costs including attorney fees, or cause of action which I or my child have or may in the future have as a result of injuries or damages 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 coaches and officials of the team and league and is of eligible age (16 years old or older).

I further agree on behalf of myself and my child listed below, 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.

On behalf of my child and myself, I hereby waive, release, discharge, and agree not to sue the City of Oswego, its officers, employees, or representatives for any claim, damages, costs including attorney fees, or cause of action which I or my child have or may in the future have as a result of injuries or damages sustained or incurred by my child from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the City of Oswego, its officers, employees, and representatives, and I further agree that I shall hold harmless and fully indemnify the City of Oswego, its officers, employees, or representatives 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, or brought by and other person involving actions or activities taken by my child while on or upon property owned by the City of Oswego for softball purposes.

League: City of Oswego 2017 Team: _____

Division: _____

I acknowledge that I have read and understand each and every one of the above provisions in this waiver, release of the liability and indemnification agreement and agree to abide by them.

Must be filled in and signed by parental guardian before First Game played

<u>Name of Player (PRINT)</u>	<u>Name of Parent (PRINT)</u>	<u>Signature of Parent</u>	<u>Date</u>