



Riverview Softball Park
 400 Riverview Ave. • Elkhart, IN 46516
 Telephone: 574-293-1128 • Fax: 574-522-7808
 Website: www.elkhartindiana.org/parks • Email: Asa3outs@comcast.net

Elkhart Parks & Recreation Office
 1320 Benham Ave • Elkhart, IN 46516
 Telephone: 574-295-7275 • Fax: 574-522-7808
 Website: www.elkhartindiana.org/parks

Elkhart Softball League

2021 Official Waiver & Release of Liability & Indemnification

All participants must complete and submit the following form for each team they chose to participate with before competing!

Statement 1: I, the undersigned player or the parent or legal guardian of a minor player named below, acknowledge, agree and understand that: 1.) Voluntarily and of my own free will, I elect to participate as a member of the softball team and league indicated below. 2.) I understand that there are certain risks and hazards involved in participating in softball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition 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 stationary objects, all of which can cause serious injury or death to me and to other players. Further, I agree that in consideration for the right to play as a member of the team designated below and in consideration for permission to play on the field arranged for by the team or league: 1.) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me (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 or observer during practice of play by other teams or by other players on my team, and (c) while on or upon the premise of any and all of the playing fields arranged for by my team or league for practice or play. 2.) I release, discharge and agree not to sue the team and/or league designated below or any owner or leasee of fields on which softball is played or practiced by my team or Elkhart USA Softball, Elkhart Umpires, Elkhart Parks and Recreation Department, the City of Elkhart, or the Amateur Softball Association of America, or their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, field or the USA Softball for any claim, damages, costs or cause of action which I have or may in the future have as the result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released. I further agree that I shall hold harmless and fully indemnify the parties hereby released from any claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries or death are caused in whole or in part by any of the parties or entities hereby released. I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM. Initials: _____ Date: _____

Statement 2: I am a member in good standing of this softball team and I am eligible to compete with this team. In consideration of my being permitted to compete, I hereby give permission to Elkhart USA Softball, Elkhart Umpires, Elkhart Parks and Recreation Department, the City of Elkhart, the Amateur Softball Association of America and its local associations to use, in any and all publications that they may desire, all pictures or video taken of the undersigned in their publicizing the game of softball. I understand and agree that Elkhart USA Softball, Elkhart Umpires, Elkhart Parks and Recreation Department, the City of Elkhart, the USA Softball has the right to take permanent possession of any bat that has been determined to be altered. I hereby subscribe my name on the signature line below and by doing so certify that I have read this statement and that information supplied on this roster is correct to the best of my knowledge. Initials: _____ Date: _____

Statement 3: I have read and understand the Players Code of Conduct as printed on the back side of this Official Player Waiver. Initials: _____ Date: _____

Statement 4: If player is a minor, I hereby give permission to the team manager to obtain medical treatment for the minor players, which I am either parent or guardian, in the event I am not available and medical treatment is required. On behalf of the minor player, I hereby incorporate by reference and agree to comply with the policies stated in the affidavit. I also hereby give permission to Elkhart USA Softball, Elkhart Umpires, Elkhart Parks and Recreation Department, the City of Elkhart, the USA Softball and its local associations to use, in any and all publications that they may desire, all pictures or video taken of the minor player in their publicizing the game of softball. Initials: _____ Date: _____

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, Indemnity Agreement, COVID-19 event rules and agree to its terms. Initials: _____ Date: _____

Note: Signing this document does not provide individuals with accident insurance. Team accident insurance is available for purchase through the USA Softball. See your USA Softball of Indiana District Commissioner for more details.

Player's Name: _____ Player's Signature: _____
 (Please print or type)

Street Address: _____ Date of Birth: _____

City, State and Zip: _____ Gender: **Male or Female**
 (Circle One)

Home Phone: _____ Work Phone: _____ Mobile Phone: _____
 (Please include area code) (Please include area code) (Please include area code)

Email Address: _____ Shirt Size: _____
 (used for awards)

Parent / Guardian Name: _____ Parent / Guardian Signature: _____
 (Please print or type)

Team Name	Night / League	Date Added

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the facilities and/or participate in the programs of the **City of Elkhart, Parks and Recreation** (the "Organization"), including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the Organization, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), undersigned's own State's Department of Health (DOH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the Organization, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of the Organization and acknowledges that use thereof by the undersigned and/or such participating children may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) *whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.* To the extent such statute applies, the undersigned also expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization or its national governing body organization, or any of their respective directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, *whether caused by the Organization's negligence, active or passive, or otherwise* while the undersigned or any participating child is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARD(S) AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).