

City of Holland / Holland Charter Township Recreation League Liability Waiver

I, the player or the parent or legal guardian of a minor player named on this roster, acknowledge, agree and understand that:

1. Voluntarily and of my own free will, I elect to participate as a member of the team and league indicated on this roster.
2. I understand that there are certain risks and hazards involved in participating in softball, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to the physical requirements of the sport, collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
3. I understand that sliding into base is dangerous to me and to other players and may result in serious injury or death.
4. 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 me and to other players.

Further, I agree that in consideration for right to play as a member of the team designated on this roster 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 injury 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 during practice or play by other teams or by other players on my team and (c) while on or upon the premises of any and all facilities 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 on this form or any owner or other entity of facilities, the Amateur Softball Association of America, on/in which the league plays or practices by my team or league, or their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, facility, Amateur Softball Association of America or City of Holland, Holland Charter Township, Recreation Division for any claim, damages, cost or cause of action which I have or may in the future have as a 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 these parties hereby released.

PLAYER AFFIDAVIT

EACH PLAYER SHOULD READ THE FOLLOWING STATEMENT BEFORE COMPLETING AND SIGNING INVERSE PAGE. I have read the Holland Recreation League Rules (available online at www.hollandrecreation.com or at the Holland Recreation Office and at the game facility) and I understand and agree to be bound by Holland Recreation League Rules. I am a member in good standing of this team and Holland Recreation Division and I am eligible to compete with this team in league and championship play of this Holland Recreation League. I understand that I may play on only one team a day within a sport league during the season in league and championship play and this is the team which I have elected to play for this season. I understand and agree that Holland Recreation has the right to take permanent possession of a piece of sports equipment that has been determined to be altered. In consideration of my being permitted to compete, I hereby give permission to Holland Recreation 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 of the sports league and/or game. I hereby subscribe my name in the column for signatures and by doing so certify that I have read their statement and that information supplied on this roster is correct to the best of my knowledge.

The signees agree and acknowledge that use of the City of Holland/Holland Charter Township 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 signee hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the signees or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the City of Holland/Holland Charter Township and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the City of Holland/Holland Charter Township. The signees acknowledge that any illness or injuries that the signees 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 signees further expressly agree 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 CITY OF HOLLAND/HOLLAND CHARTER TOWNSHIP 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 WARDS AND I REPRESENT AND WARRANT TO THE ORGANIZATION THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

