

CITY OF HOLLISTER RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

2024 HOLLISTER PARKS & RECREATION ADULT SUMMER COED SOFTBALL PROGRAM

I, the undersigned player, 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 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 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 risks 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 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 lessee of fields on which softball is played or practiced by my team or the City of Hollister, or their owners, officers, agents, employees, or the sponsors connected with the team, league, field or the City of Hollister for any claim, damages, costs 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 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.

Coronavirus/COVID-19 I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by participating in the City of Hollister Recreation adult softball program and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the City of Hollister Recreation adult softball program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Hollister Recreation employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s or myself participation in City of Hollister Recreation event(s) ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City of Hollister, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Hollister, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Hollister Recreation events. 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.

Team Name	Manager's Name	Address (Street, City, Zip)		Contact Phone Number	Asst. Manager	Work Phone Number	E-MAIL ADDRESS
PRINT OR TYPE PLAYER'S NAME	PLAYER'S SIGNATURE	DATE	BONAFIDE RESIDENCE (Street, City, Zip)	DATE OF BIRTH	HOME PHONE NUMBER	WORK PHONE NUMBER	E-MAIL ADDRESS
Ex. Buster Posey	<i>Buster Posey</i>	06/07/22	3 Dynasty Street; Hollister 95023	03/5/1985	636-4390	636-4399	giants@3worldchampions.com
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