# Adult Softball Player Waiver

## PLEASE FILL OUT THIS FORM IN ITS ENTIRETY

1. First Name: _____
2. Last Name: _____
3. Address: _____
4. Phone Number: _____
5. Email: _____
6. Team Name: _____
7. Night of Play: Sunday Men's Sunday Coed Tuesday Men's

**PERMISSION TO PARTICIPATE, INDEMNIFICTION, AND WAIVER OF CLAIMS**
THIS FORM MUST BE SIGNED BEFORE PARTICIPATION IN AN ACTIVITY - PLEASE READ CAREFULLY

**IMPORTANT INFORMATION.** The City of Moline, its Park and Recreation Board, and Moline Community Unit School District #40 (hereinafter collectively referred to as "Moline") is committed to conducting its recreation programs and activities in the safest manner possible and holds the safety of participants in the highest possible regard. Participants and parents/guardians registering their child/ward in recreation programs must recognize however, that there is an inherent risk of injury when choosing to participate. All participants must follow safety rules and instructions designed to protect the participants. By signing this document, participants and parents/guardians agree to follow all rules of conduct established in conjunction with the activity. Failure to follow the rules will result in removal from the activity and any fees paid will not be refunded.

**WARNING OF RISK.** Recreational activities are intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Not all hazards and dangers can be foreseen. Depending on the particular activity, participants understand that certain risks, dangers and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. It is recognized that it is impossible for Moline to guarantee absolute safety.

**WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK.** In signing this document and participating in the identified program(s), I am expressly assuming the risk and legal liability, waiving and releasing any and all claims for injuries, damages or loss which I or my minor child/ward might sustain arising out of, or as a result of, the activities of this program (including transportation services/vehicle operation, when provided, and exposure to communicable disease). I agree to release, waive, and hold harmless Moline, its agents, employees, volunteers, and contractors (collectively referred to as "Releasees") from any and all liability which may accrue to me or my minor child from participation in the identified program. This release waives all of my claims whatsoever, known or unknown, which may arise by virtue of participation in the activity, including injury, death, and/or damage to property, however such claim may arise, including but not limited to breaches of duty and acts of current or future negligence by Releasees, including but not limited to, negligent care, supervision, or control. This release waives any of my claims whatsoever against the Releasees arising from the action of any other participant in the activity or any other third party. This release also covers all activities immediately before and after participation, including transportation to or from the event and waiting for rides to or from the activity and/or facilities. This Permission to Participate is given in partial consideration of being allowed to participate and binds myself, my minor child, my personal representatives, and any heirs or assigns.

I recognize and acknowledge that there are certain risks of physical injury in the activity and I voluntarily agree to assume the full risk of any injuries, including death, damages or loss, regardless of severity, which my minor child/ward or I may sustain as a result of participation. I agree to waive and relinquish all claims my minor child/ward or I may have (or accrue to me or my child/ward) as a result of participating in the program against Releasees. I am, or my minor child is, able to participate without harm to my child/ward, myself or others. I will use any program equipment with care for myself, my child/ward, other participants, and the surroundings.

I agree to indemnify, defend and hold harmless Releasees from any and against all claims, cause, loss, cost, or damage whatsoever, including attorney fees, that arise from my, or my child's/ward's, participation in the activity, including, but not limited to damages for injury to me, my child, including death, and losses sustained by me or arising out of, connected with, or in any way associated with the activities of the program or another person. I am also agreeing to pay for any damage caused by me or my child during participation in the activity.

In the event of emergency, I authorize Moline staff to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed necessary for my, or my minor child's/ward's, immediate care and agree that I will be responsible for payment of any and all medical services rendered. In the event of injury, program supervisors shall administer basic first aid and shall summon emergency services via 911. Supervisors are not trained to provide detailed medical care and shall not, without prior agreement, provide medications. All costs of emergency care are my responsibility. NO INSURANCE IS PROVIDED BY MOLINE FOR INJURY TO PARTICIPANTS. All claims for reimbursement of medical care costs, including emergency transportation, for me or my child are hereby waived.

**PHOTO POLICY**. Moline may video tape or take photographs of participants enrolled in activities, classes, or programs or may take photographs of people in Moline parks. These photographs and/or video tapes are for use in future program magazines, brochures, promotional literature or for use on cable television. By signing below I agree that photos or videos may be used in promotion material produced by Moline. I understand that parents or others may take audio or video recordings of the participants and that Moline does not supervise or restrict recordings of public activities by third parties.

If a court of competent jurisdiction declares any part of this agreement to be invalid, the balance of the agreement shall be deemed to survive and be binding.

*** If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same legal effect as an original form signature.**
***Participation will be denied if signature of Adult Participant or Parent/Guardian of Minor and Date are not on this Waiver.**
***I have read and fully understand the above important information, warning of risk, waiver and release of all claims and assumption of risk, permission to secure treatment and photo/video authorization. I am signing this freely and without reservation or conditions.**

(IF YOU HAVE QUESTIONS ABOUT THIS DOCUMENT, DO NOT SIGN IT. CONTACT AN ATTORNEY TO ASSIST YOU.)

**X** _____ Signature of Participant

_____ Date

**Adult Softball League ___** Name of Program

_____ Print Name of Parent, Guardian or Participant

**Teresa Leedle-Recreation Specialist** Employee Accepting Registration

_____ Date