

SIoux FALLS MEN'S 12 INCH SLOWPITCH SOFTBALL LEAGUE

RELEASE, WAIVER AND ASSUMPTION AGREEMENT

The undersigned desires to participate in the recreational softball league (the "League") organized and operated by the Sioux Falls Men's 12 Inch Slowpitch Softball League, Inc. (the "Association") on softball fields owned by the City of Sioux Falls. The undersigned acknowledges that I have read and understand the rules and regulations of the Association and understand their meaning. The undersigned further realizes that I may play only for one team in the League, unless approved by the Association. The undersigned also acknowledges that certain special rules and regulations may apply to minors who wish to participate in the League.

In consideration of being permitted to participate in the League, the undersigned, for myself, my heirs, personal representatives, executors, administrators, and assigns:

1. **ACKNOWLEDGES**, agrees and represents that I understand the rules of the League and that softball is a physical activity requiring physical exertion and the potential for injury. I also acknowledge and agree and represent that I am qualified, in good health, and in proper physical condition to participate in the activity. I agree and warrant that if at any time I believe conditions to be unsafe, I will immediately request to terminate my participation.

2. **FULLY UNDERSTANDS** that (a) playing in the League may involve risks and dangers of serious bodily injury, including permanent disability, disfigurement or death; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of other participants, weather and other conditions in which the activity takes place, or the negligence of the "Releasees" named below; and (c) my participation in the activity is purely voluntary and I elect to participate in spite of the risks and fully agree to accept and assume all of the risks existing therein and all responsibility for losses, costs, and damages I may incur as a result of my participation.

3. **HEREBY RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE** the Association and its leaders, board members, employees, and volunteers, and all landowners, agents or lessees, who have granted permission to the land and fields where the League games are played (all considered "Releasees" herein) from any and all liability, claims, demands, losses, or damages caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise resulting during my participation in the League or League events.

4. If a participant is under the age of 18, both the minor and the minor's parent or legal guardian must sign this agreement and release. In such case, the parent or legal guardian does hereby agree, on behalf of the minor, to release, discharge, and covenant not to sue the Releasees from any and all liability, claims, demands, losses, or damages sustained by the minor caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise due to the minor's participation in the League or League events.

I VERIFY THAT I HAVE FULLY READ THIS AGREEMENT AND UNDERSTAND ITS TERMS. I UNDERSTAND THAT I MAY BE GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND AFFIRM THAT I SIGN IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY THE LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

PARTICIPANT'S SIGNATURE: _____

PRINTED NAME: _____

ADDRESS _____

DATE: _____

IF THE PARTICIPANT IS UNDER THE AGE OF 18, THE PARTICIPANT'S PARENT OR LEGAL GUARDIAN MUST SIGN BELOW:

SIGNATURE: _____

DATE: _____

PRINTED NAME AND ADDRESS: _____

RELATIONSHIP TO MINOR PARTICIPANT: _____