



Kensington Valley Baseball and Softball Association 2023 Player Waiver

Player Name: _____

Team: _____

Street Address: _____

Team Age: 8U 9U 10U 11U 12U 13U 14U 15U 16U 18U

City / Zip: _____

Player's Age on **April 30, 2023**: _____

In consideration of Player being allowed to participate in any way in the Kensington Valley Baseball and Softball Association (KVBSA) related events and activities, the undersigned on behalf of Player and undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness to the Player from the activities involved in the sport is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;

2. The risk to the Player to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;

3. I, on behalf of Player and for myself, and on behalf of Player's and my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE KVBSA, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I shall remove Player from participation and immediately bring such hazard to the attention of the nearest manager, coach, umpire or official.

5. To the fullest extent permitted by law, the undersigned assumes all risks and agrees to defend, pay on behalf of, indemnify, and hold harmless, KVBSA, including all of its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event, and any others working on behalf of KVBSA, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which maybe asserted, claimed, or recovered against or from KVBSA and any of its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event, and any others working on behalf of KVBSA, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of or are in any way connected with or which are alleged to arise out of or alleged to be in any way connected with Player's participation with KVBSA, including, but not limited to, any negligence or alleged negligence on the part of KVBSA.

6. I HAVE READ THIS RELEASE OF LIABILITY, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

By acknowledging and agreeing by signing below, I agree to and verify the following: 1) I am the parent or legal guardian for the Player associated with this guardian account, 2) that the date of birth of the Player associated with this guardian account is correct, 3) that as parent/legal guardian with legal responsibility for this Player, I consent and agree to assume the risks of Player's participation in these programs; and 4) that I specifically agree on behalf of Player to the release and hold harmless as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to this Player's involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

PARENT Signature

DATE:

Electronic signatures are only acceptable if verified by an e-sign service such as Adobe or DocuSign

PARENT Print Name