

## **INSURANCE WAIVER**

### **CUDAHY-ST. FRANCIS LITTLE BASEBALL ASSOCIATION RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

In consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT or being permitted to enter for any purpose any RESTRICTED AREA (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited). EACH OF THE UNDERSIGNED, for himself, his personal representatives, spouses, children, heirs and next of kin:

1. Acknowledges, agrees, and represents that he has or will immediately upon entering any of such PLAYING FIELDS, BASEBALL AND/OR FAST PITCH DIAMONDS, VIEWING STANDS, SPECTATOR AREAS, PARKING FACILITIES, ASSOCIATION BUILDINGS OR GROUNDS, OR ANY GROUNDS BEING UTILIZED BY THE CSFLBA ASSOCIATION (Hereafter referred to as "ASSOCIATION AREAS") and will continuously thereafter, inspect the ASSOCIATION AREAS which he enters and he further agrees and warrants that, if at any time, he is in or about restricted areas, and he feels anything to be unsafe, he will immediately advise the officials of such and will leave the restricted areas and/or refuse to participate further in the events.
2. Hereby releases, waives, discharges, and covenants not to sue the promoters, participants, the CSFLBA Association, any other sanctioning organizations or any subdivision thereof, board directors, managers, coaches, volunteers, umpires or any person in any ASSOCIATION AREAS used to conduct the events, and any other who give recommendations, directions, or instruction or engage in risk evaluation or loss control activities regarding the premises or events, and each of them, their directors, officers, agents, employees, and volunteers, all for the purposes herein referred to as "RELEASEES" from all disability to the undersigned, his personal representatives, assigns, spouses, children, heirs, or next in kin for any and all loss or damage, and any claim or demands thereof on account of injury to the person or property or resulting in the death of the undersigned arising out of or related to the events, whether caused by the negligence of the RELEASEES or otherwise.
3. Hereby agrees to indemnify and save and hold harmless the RELEASEES and each of them from any loss, liability, damage or cost they may incur arising out of the related to the events whether caused by the negligence of the RELEASEES or otherwise.
4. Hereby assumes full responsibility for any bodily injury, death, or property damage arising out of or related to the events whether caused by the negligence of RELEASEES or otherwise.
5. Hereby acknowledges that the activities of the events may be dangerous and involved in the risk of injury and/or death. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operation or procedures of the RELEASEES.

6. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the RELEASEES, including Negligent Rescue Operations and is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which the Events are conducted and that if any portion thereof is held invalid, it as agreed that the balance shall, notwithstanding continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND THIS ACKNOWLEDGEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. CSFLBA – YOUTH T-BALL, BASEBALL, GIRL'S FAST PITCH, AND ALL ASSOCIATED EVENTS.