

Capital District Church Sports League, Inc.

RELEASE AND ASSUMPTION OF RISK AGREEMENT

The undersigned requests permission to participate in the following ministry activity or event sponsored, supervised or conducted by or under the control of **Capital District Church Sports League, Inc.** [and/or its agents or representatives]: I certify that my attendance and participation in the stated activities is voluntary and this participation is expressly conditioned upon the terms of this Release.

I am aware that certain risks and dangers to person and/or property inherently exist, may occur or are common occurrences when participating in the activities/events described above, including, but not limited to:

- physical injury, including permanent injury or death;
- exposure to harmful substances, contagions and/or pollutants;
- unrest, detention or other restrictions of liberty from governmental unrest/turmoil;
- travel hazards;
- other

In consideration of my right to participate in the above described activities or events organized, sponsored, arranged or overseen by **Capital District Church Sports League, Inc.** [and/or its agents or representatives], I understand and now do hereby agree:

1. TO ASSUME ALL OF THE ABOVE KNOWN RISKS AND ALL OTHER RELATED, DIRECT OR INHERENT RISKS WHICH MAY REASONABLY BE SAID TO BE APPREHENDED BY ORDINARY PARTICIPANTS OR ENCOUNTERED OR SUSTAINED IN CONNECTION WITH THOSE STATED AND ASSOCIATED ACTIVITIES, WITH OR WITHOUT THE FAULT OF OTHERS; and

2. TO WAIVE AND RELEASE ALL LIABILITY, CAUSES OF ACTION, CLAIMS, DAMAGES AND EXPENSES OF ANY NATURE ON ACCOUNT OF INJURY SUSTAINED TO MY PERSON OR PROPERTY, EVEN INJURY RESULTING IN DEATH, RESULTING SINGULARLY FROM THE ORDINARY NEGLIGENCE, FAULT OR LACK OF ORDINARY DUE CARE EXERCISED BY THE CHURCH OR ITS AGENTS; and

3. I DO HEREBY AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD **Capital District Church Sports League, Inc.**, AND ITS AGENTS, REPRESENTATIVES AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, CAUSES OF ACTION, CLAIMS, DAMAGES AND EXPENSES OF ANY NATURE ON ACCOUNT OF INJURY SUSTAINED TO MY PERSON OR PROPERTY, EVEN INJURY RESULTING IN DEATH, ARISING OUT OF IN CONSEQUENCE OF THE PARTICIPATION IN THE ABOVE DESCRIBED ACTIVITIES OR ASSOCIATED ACTIVITIES DUE TO NEGLIGENCE, FAULT OR FAILURE OF DUE CARE BY THE CHURCH OR ITS AGENTS; and

4. THAT THE INTENT OF THIS RELEASE MAY HAVE THE EFFECT OF EXCUSING A LIABILITY INSURER ISSUING INSURANCE COVERAGE TO THE CHURCH FROM PAYING DAMAGES TO A VICTIM FOR PAIN, SUFFERING OR ECONOMIC LOSS. HOWEVER, THE CHURCH HEREBY DECLARES THAT IN NO EVENT SHOULD THIS RELEASE BE CONSTRUED TO DENY ANY PARTY SUSTAINING INJURY TO THEIR PERSON FROM REMAINING ELIGIBLE TO RECEIVE OR RECOUP POLICY BENEFITS FOR MEDICAL CARE AND ATTENTION ON ACCOUNT THEREOF, UPON ANY OCCURRENCE OTHERWISE TRIGGERING SUCH POLICY COVERAGES MAINTAINED BY THE CHURCH.

I expressly agree that this release, waiver, indemnity and assumption of risk agreement is intended to be broad and inclusive as permitted by the laws of the State of New York. **In no event, however, does this release relieve the organization for liability from acts or omissions amounting to "gross negligence"**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement contains the entire agreement between the parties hereto and the terms are contractual and not mere recital.

I further state that I have read the foregoing agreement and know the contents thereof and have signed this agreement as a legally binding agreement.

Player Signature _____

Date _____

Player Name (printed) _____

Date _____

Witnessed (Coaches signature) _____

Date _____