

Capital District Church Softball League

RELEASE AND ASSUMPTION OF RISK AGREEMENT

The undersigned requests permission for my(our) child(ren) to participate in the following ministry activity or event sponsored, supervised or conducted by or under the control of **Capital District Church Softball League** [and/or its agents or representatives]

_____. As a legal parent or natural guardian, I (We) certify that my child's(ren's) 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 [check all that are applicable]:

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

In consideration of my (our) child's(ren's) right to participate in the above described activities or events organized, sponsored, arranged or overseen by **Capital District Church Softball League** [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 LEAGUE OR ITS AGENTS; and

3. I DO HEREBY AGREE TO PROTECT, DEFEND, INDEMNIFY AND HOLD **Capital District Church Softball League**, 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 LEAGUE 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 LEAGUE 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 LEAGUE.

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.

Parent(s) or Natural Guardian(s):

Dated:

Dated:

Minor Child: _____

Dated:

Witnessed: _____

Dated: