



## City of Leitchfield Return to Play Waiver

### PLEASE READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the Leitchfield Softball Program whether involving team or individual sports and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in the program 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 have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease;
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
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 will remove myself from participation and bring such hazard to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HERBY RELEASE AND HOLDS HARMLESS THE CITY OF LEITCHFIELD, its officers, officials, agents and/or employees, other participants, sponsoring agencies, directors, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to the person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Name: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

#### FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with the legal responsibility for this participant, have read and explained the provisions in the waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and indemnify and hold harmless the Releasees from any and all liabilities incident to minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Emergency Phone #:(\_\_\_\_\_)\_\_\_\_\_