

Southwest Softball Association, Inc. Softball League
TOWN OF DOVE CREEK – DOVE CREEK RECREATION DEPARTMENT
HOLD HARMLESS – RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Send signed original & payment to: Dove Creek Recreation Department
PO Box 791
Dove Creek, CO 81324
(970) 739-8874

No faxed entries or release forms will be accepted. Any fees are non-refundable and non-transferrable.

Name _____ DOB: _____ Age: _____

Gender: M or F T-Shirt Size: YS YM YL AS AM AL AXL Other: _____

***Baseball pants, helmet, glove, and cleats are NOT provided. Participants must have their own.**

Address: _____ City/State/Zip: _____

Phone (Home): _____ Phone (Cell/Other): _____

Email Address (Required): _____

Emergency Contact: _____ Phone: _____

PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY, WAIVER OF CERTAIN LEGAL RIGHTS AND
ACKNOWLEDGEMENT OF RISK.

“PARTICIPANT” MEANS EACH INDIVIDUAL LISTED ON THIS FORM PARTICIPATING IN THE Southwest Softball Association, Inc.. THE “UNDERSIGNED” MEANS EACH PARTICIPANT.

The undersigned understands and agrees that taking part in Southwest Softball Association, Inc., using Dove Creek School District and Dove Creek Community Center other available facilities for any purpose (hereinafter “the activity”) CAN BE HAZARDOUS AND PRESENTS A RISK OF PHYSICAL INJURY OR DEATH.

The undersigned expressly ASSUMES ALL RISKS associated with Participant’s participation in the activity, known or unknown, inherent or otherwise; the undersigned agrees and understands these risks include, but are not limited to, risks caused by facilities, altitude, temperature, condition of athletes, equipment, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors and/or other producers of the event, and lack of hydration. The undersigned accepts and understands these risks. The undersigned understands and acknowledges: 1) Participant has been informed and understands all rules and regulations of participation in the activity; 2) Participant is responsible for reading, understanding and complying with all signage, including instructions on use attendant facilities; 3) Participant must have the physical dexterity and knowledge sufficient to safely participate; 4) Participant assumes the risks of Southwest Softball Association, Inc. and engaging in activities related to Southwest Softball Association, Inc.; and 5) that injuries are a common and ordinary occurrence of the activity. The undersigned agrees and understands that **PARTICIPANT HAS THE OPPORTUNITY TO INSPECT THE FACILITY AND VENUES PRIOR TO PARTICIPATING** in the activity and that **PARTICIPANT ASSUMES THE RISK**

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OF ALL FACILITY AND VENUE CONDITIONS including but not limited to risks associated with design, construction, layout and/or equipment.

The undersigned ASSUMES ALL RISKS associated with the Participant's participation in the activity. IN CONSIDERATION OF ALLOWING THE PARTICIPANT TO PARTICIPATE IN THE ACTIVITY, THE UNDERSIGNED AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY THE TOWN OF DOVE CREEK its staff, volunteers and employees, and its affiliated companies and subsidiaries, including but not limited to those that operate the event and associated events, and all their respective insurance companies, successors in interest, commercial and corporate sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the activity. The undersigned takes full responsibility for any injury or loss to Participant, including death, which participant may suffer, arising in whole or in part out of the activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. By execution of this release, THE UNDERSIGNED AGREES NOT TO SUE THE TOWN OF DOVE CREEK OR ANY OTHER RELEASED PARTY and agrees they are releasing any right to make a claim or file a lawsuit against any Released Party. The undersigned further agrees to defend and indemnify each Released Party for any and all claims of the undersigned and/or a third party arising in whole or in part from the Participant's participation in the activity. The undersigned agrees to pay all costs and attorney's fees incurred by any Released Party in defending a claim or suit brought by or on behalf of the undersigned.

The undersigned represents that Participant is in good health and there are no special problems associated with Participant's condition. The undersigned: 1) authorizes a licensed physician and/or other medical care provider to carry out any emergency medical care for participant; 2) authorizes any Released Party and/or their authorized personnel to call for medical care for the Participant or to transport the Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 3) agrees that upon Participant's transport to any such medical facility or hospital that the Released Party shall not have any further responsibility for participant; 4) agrees to pay all costs associated with the medical care and related transportation provided for participant; 5) shall indemnify and hold harmless the Released Parties from any and all liability and/or claims associated with such medical care and/or related transportation.

The undersigned agrees and understands that THIS RELEASE IS APPLICABLE TO EACH AND EVERY DAY PARTICIPANT PARTICIPATES IN THE ACTIVITY FOREVER and irrevocably grants THE TOWN OF DOVE CREEK, the right of publicity to own and use without compensation any image(s) collected of Participant while participating in the activity.

In consideration of allowing participant to participate in the activity and for using the facility and related facilities, THE UNDERSIGNED AGREES THAT ANY AND ALL CLAIMS for injury and/or death regarding an alleged incident SHALL BE GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION of any claim shall be in the District Court for the 22nd Judicial District, Dolores County for that State of Colorado.

The undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor Participant, the he/she is WAIVING CERTAIN RIGHTS ON BEHALF OF THE MINOR PARTICIPANT that the minor Participant otherwise may have and that THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE. THE MINOR PARTICIPANT'S PARENT OR LEGAL GUARDIAN VOLUNTARILY GRANTS PERMISSION FOR THE MINOR PARTICIPANT TO TAKE PART IN THE ACTIVITY AND ACKNOWLEDGES THAT BUT FOR

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SUCH GRANT OF PERMISSION, THE MINOR PARTICIPANT WOULD NOT BE PERMITTED TO TAKE PART IN THE ACTIVITY. By signing this agreement without a parent or guardian's signature, Participant represents they are at least 18 years of age. This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the undersigned.

I HAVE HAD SUFFICIENT TIME TO CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE I AM RELEASING CERTAIN LEGAL RIGHTS THAT I, AND/OR MY HEIRS, SUCCESSORS OR ASSIGNS MAY OTHERWISE HAVE.

PRINTED NAME of PARTICIPANT

SIGNATURE of PARTICIPANT (Required)

Date

PRINTED NAME of PARENT/LEGAL GUARDIAN

SIGNATURE of PARENT/LEGAL GUARDIAN

Date