



### HELENA SOFTBALL ASSOCIATION: MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of allowing the below MINOR participant to compete, or participate in any way in the Helena Softball Association Adult Softball Leagues the parent or legal guardian of a minor player named below, acknowledge, agree and understand that:

1. The undersigned voluntarily and of free will, elect to participate as a member of the softball team and leagues I understand that there are certain risks and hazards involved in participating in softball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
2. I release, discharge and agree not to sue the team and/or league designated below or any owner or leasee of fields on which softball is played or practiced by my team or their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, field for any claim, damages, cost or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause.
3. I further agree that I shall hold harmless and fully indemnify the parties hereby released (Releasees) from any claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries or death are caused in whole or in part by any of the parties or entities hereby released, I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.
4. THE PARENT AND/OR GUARDIAN further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR. This release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP.

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Printed Name Parent or Guardian

\_\_\_\_\_  
Signature Parent or Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Minor

\_\_\_\_\_  
Signature of Minor

\_\_\_\_\_  
Date