

Montgomery County Senior Softball League 2019 Winter Indoor League Player Application

I, the undersigned player, acknowledge, agree and understand that: (1) voluntarily and of my own free will, I elect to participate as a member of the MCSSL; (2) 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 the ball, swinging 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. Further, I agree that in consideration for the right to play as a member of the MCSSL and in consideration for permission to play on the fields arranged by the league: (3) I voluntarily elect and accept and solely assume all risks of damages, injury, including death, incurred or suffered by me:

(a) While practicing or playing as a member of the MCSSL;

(b) While serving in a non-playing capacity as a MCSSL member or observer during practice or play by other teams or by other players on my team; and

(c) While on the premises of any and all of the fields arranged for by my team or league for practice or play.

(4) I release, discharge and agree not to sue the team and/or the MCSSL or any owner or leasee of the fields on which softball is played or practiced by my team/league, the Amateur Softball Association of America or their owners, officers, agents, servants, associations, employees, or any person or entity connected with the team, league, field or Amateur Softball Association of America for any claim, damages, costs or cause of action which I have or may have in the future as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract, or wrongful conduct of the parties hereby released. I further agree that I shall hold harmless and fully indemnify the parties hereby released 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 understand each and every one of the above provisions in the player waiver, release of liability, and indemnification agreement and agree to abide by them.

PLEASE PRINT AND COMPLETE ALL ITEMS

Name: _____ Age: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____

Emergency Phone: _____ Emergency Name: _____

Shirt size: _____ MCSSL Summer team: _____ Position(s): _____

I hereby sign and attest that the above information is true and accepted by me on this date.

Signature: _____ Date: _____

Season: First week of January to mid-March, 2019 (Note: 22 games per team will be scheduled for Tue-Wed-Thu or Tue-Thu depending on the number of teams.)

Non-refundable membership fee of \$100 is required with this application (checks payable to **MCSSL**).

Mail this form, a XL Sports World Hatfield waiver form, and a check by November 30, 2018 to:

Jim Marple, 270 Freeland Drive, Collegeville PA 19426

TO WIN THE GAME IS GOOD - TO LOVE THE GAME IS BETTER - TO PLAY THE GAME IS BEST

XL Sports World Hatfield

WAIVER FORM SIGNATURE REQUIRED FOR ALL PARTICIPANTS

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT In consideration of being permitted to participate in any way in the activities ("Activity") I, for myself for personal representatives, assigns, heirs, and next of kin and/or I/ THE MINOR'S PARENT AND/OR LEGAL GUARDIAN ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I/The minor am/is qualified, in good health, and in proper physical condition to participate in such Activity. I/The minor further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. FULLY UNDERSTAND THAT: ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I/The minor incur as a result of my participation or that of the minor in the Activity. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE XL Sports World Hatfield, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. Also, I waive all rights to any photos taken for use in any XL Sports World Hatfield publication.

Sport: Indoor Softball - Montgomery County Senior Softball League

Session: Winter

Name: _____ **DOB:** _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-Mail _____

Phone Number: _____ **Signature:** _____

Date: _____