

Marshalltown Softball Association
Adult Waiver, Release and Hold Harmless Form and Medical Authorization

Each of the undersigned, being an individual under legal age and under no legal disability, who is severally or jointly engaging in, or about to engage in or observe, an activity sponsored or co-sponsored by Marshalltown Softball Association, Marshalltown, Iowa, and that person's parent/guardian, in partial consideration of Marshalltown Softball Association furnishing grounds or facilities for an activity, do hereby waive, release, hold harmless, acquit and forever discharge the Marshalltown Softball Association, City of Marshalltown, Iowa, its Parks & Recreation Department and its officers, employees, volunteers or agents from any and all liability arising out my participation of any activity, including injury while participating in or observing the activity, including any injury while on the premises immediately before or after the activity and including, but not limited to, actions for negligence. I (we) further agree:

1. That this release, waiver, hold harmless agreement and medical authorization covers all injuries and damages, whether known or not and which may be discovered at any time in the future, all related to the activities mentioned herein.
2. That it is understood that no sum of money shall be received for any claim for such injury, no promise for any further consideration has been made by anyone.
3. That this release, waiver and hold harmless agreement is executed in reliance upon our knowledge, belief and judgment, and not upon any representations made by any person released, or others on his or her behalf.
4. That this release, waiver, and agreement to hold harmless covers participation by the undersigned in any individual activity or any activity during a league or organization year for such activity. The release, waiver and agreement to hold harmless is for activities engaged, participated in and/or observed from April 1, 2019 to March 31 of the following year.
5. This release, waiver and agreement to hold harmless covers all claims mentioned above, including, but not limited to, claims based upon improper design, construction or maintenance of grounds or facilities provided for the athletic activity.
6. I/We further recognize and agree that as participants or observers I/we shall bear the full responsibility of any loss or theft of personal items while engaging, participating, or observing in these activities.
7. I/we also release any photographs, videos, or both taken during the activity to be used by the Marshalltown Softball Association for advertisements, training, or other purposes.
8. I certify that I have had a physical examination and am physically able to participate in this activity.
9. In the event of injury or illness, I hereby give my consent for medical treatment, and permission to program staff for supervising and performing, as deemed necessary by staff, on-site first aid for minor injuries, and for a licensed physician to hospitalize and secure property treatment (including injections, anesthesia, surgery, or other reasonable and necessary medical or surgical procedures) for me or my participant or observing spouse, if I am unable to provide that consent directly at the time, for any reason.

I agree to assume all costs related to any such medical or surgical treatment. I also authorize the disclosure of medical information to my insurance company for the purpose of this claim.

THAT WE AND EACH OF US HAVE READ THE FOREGOING RELEASE, AND UNDERSTOOD ITS TERMS, AND FREELY VOLUNTARILY SIGN THE SAME. (Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.)

IF ANY PORTION OF THIS AGREEMENT IS DETERMINED TO BE LEGALLY UNENFORCEABLE FOR ANY REASON, THEN IT IS THE MUTUAL INTENT OF THE PARTIES THAT THE REMAINDER OF THE AGREEMENT SHALL BE ENFORCEABLE.

The following information is required:

Participant Name (PRINT): _____
Address _____ City _____ ZIP _____
Phone Number _____ Email _____
Participant Signature _____
Parent/Guardian Name: _____ Parent/Guardian Signature _____
Team Name: _____ Date: _____