



6. agrees to abide by any ruling of the Association and its officers where there has been non-compliance with clauses 4 and 5 above; and
7. **acknowledges that participation in the Program may result in serious injuries and that protective equipment may not prevent all injuries to players and further acknowledges having carefully read the Waiver, Release and Indemnity set forth below and having signed same and thereby agreeing to all of its terms on behalf of the Player, the Undersigned and any other parent/guardian of the Player.**

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

Print Name of Signing Party: \_\_\_\_\_

### **WAIVER, RELEASE AND INDEMNITY**

In consideration of Tri-City Challenger Little League Association (the "Association") allowing the child of the Undersigned parent/guardian (the "Player") to participate in its baseball program for this season (the "Program"), the undersigned parent/guardian, on his/her own behalf and on behalf of the Player and any other parent/guardian of the Player, hereby agrees:

- a) to waive and release the Association, Little League Canada, Little League Baseball, Incorporated and all those who participate in the Program including, without limitation, Association players, parents/guardians of players, directors, officers, members, umpires, coaches and such other persons assisting team officials or the Association (collectively referred to as the "Releasees") in respect of any claim that the Undersigned, the Player or any other parent or guardian of the Player may have against the Association or any of the other Releasees by reason of personal injury, death, property damage and/or other loss suffered in the course of the Program (the "Claim"), howsoever caused, including without limitation, any negligent act or omission of the Association or any of the Releasees; **PROVIDED THAT** in the event that the Claim is covered by third party liability insurance carried by the Association or by any of the Releasees, this waiver and release shall only apply to that portion of the Claim in excess of the limits of such third party liability insurance coverage; and
- b) to indemnify the Association, Little League Canada, Little League Baseball, Incorporated and other Releasees against whom the Claim is made from any liability they may have arising from the Claim in excess of any indemnification from insurance coverage received by the Association or the Releasees should the waiver and release contained in paragraph a) above be deemed ineffective in law;

**PROVIDED THAT** the benefit of this waiver, release and indemnity shall not apply to any Releasee who is found guilty of a criminal offence relating to such injury, death, damage or loss.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Signing Party: \_\_\_\_\_