

**USA Softball of Utah 2023  
Parent Consent/Liability Waiver Form**

I, \_\_\_\_\_, (parent/guardian) hereby authorize my daughter, \_\_\_\_\_, to play for, \_\_\_\_\_ (team/league name) for the USA Softball of Utah 2023 (USA Softball) season.

By signing this authorization, I acknowledge the following:

- 1) My daughter will be registered with USA Softball on the team/league stated above.
- 2) I have read the Liability and Affidavit on page 2 of this document.
- 3) My daughter is allowed one (1) team transfer between May 20th and 48 hours prior to the start of the State Accelerated Tournament. Transfer restrictions do not apply after August 31. Playing as an add-on or pick-up player does not constitute a team transfer.
- 4) Pursuant to Utah Health code 26-53-201, I have read, understand, and agree to abide by the USA Softball of Utah policy on concussions and head injuries.

**USA Softball of Utah Policy  
Concussions and Traumatic Head Injuries**

- 1) Any USA Softball of Utah agent (coach, umpire, representative, etc.) shall:
  - (a) Immediately remove a child from participating in a USA Softball of Utah sporting event if the child is suspected of sustaining a concussion or a traumatic head injury; and
  - (b) Provide the parent or guardian the opportunity to read the USA Softball Safety Awareness Guide for Concussion Awareness/Risks, found in the USA Softball Participant Manual or at [www.usasoftballutah.com](http://www.usasoftballutah.com); and
  - (c) Prohibit the child from participating in further USA Softball of Utah sporting events until the child:
    - (i) Is evaluated by a qualified health care provider who is trained in the evaluation and management of a concussion; and
    - (ii) Provides USA Softball of Utah with a written statement from the qualified health care provider stating that:
      - (a) The qualified health care provider has, within three (3) years before the day on which the written statement is made, successfully completed a continuing education course in the evaluation and management of a concussion; and
      - (b) The child is clear to resume participating in USA Softball of Utah sporting events.

Read and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_ Parent/Guardian Signature

## LIABILITY WAIVER

I, the signed player or the parent or legal guardian of a minor player named on this form, acknowledge, agree and understand that: 1.) Voluntarily and of my own free will, I elect to participate as a member of the softball team and/or league indicated on page one. 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 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. Further, I agree that in consideration for right to play as a member of the team designated on page one and in consideration for permission to play on the field arranged for by the team or league: 1.) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me (a) while practicing or playing as a member of the team so designated, (b) while serving in a non-playing capacity as a team member or observer during practice or play by other teams or by other players on my team, and (c) while on or upon the premise of any and all of the fields arranged for by my team or league for practice or play. 2.) I release, discharge and agree not to sue the team and/or league designated on page one or any owner or leasee of fields on which softball is played or practiced by my team or USA Softball, their owners, officers, umpires, agents, servants, associations, employees, or any person or entity connected with the team, league, field or USA Softball 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 including, but not limited to the negligence, breach of contract or wrongful conduct of these 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 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.

## PARENT/GUARDIAN AFFIDAVIT

IF PLAYER IS A MINOR, HIS OR HER PARENT OR LEGAL GUARDIAN MUST SIGN FORM ON INVERSE PAGE. NOTE: FOR JUNIOR OLYMPIC DIVISIONS, VERIFICATIONS OF BIRTH DATE FOR EACH PLAYER MUST BE ATTACHED (i.e., Birth Certificate, Baptismal Certificate or Hospital Certificate may be used.) Legible photo copies will be accepted. I HEREBY GIVE PERMISSION TO THE TEAM MANAGER, TO OBTAIN MEDICAL TREATMENT FOR THE MINOR PLAYERS WHICH I AM EITHER PARENT OR LEGAL GUARDIAN, IN THE EVENT THAT I AM NOT AVAILABLE AND MEDICAL TREATMENT IS REQUIRED. On behalf of the minor player, I hereby incorporate by reference and agree to comply with the policies stated in the affidavit.

I also hereby give permission to USA Softball and its local associations to use in any and all publications that they may desire, all pictures taken of the minor player in their publicizing the game of softball. I hereby subscribe my name in the space for my signature on page one of this document and by doing so certify that I have read this statement and that information supplied on this form is correct to the best of my knowledge.