

PO Box 5655 Arlington, VA 22205 EIN # 01-0759861 agsafastpitch.com



RETURN TO PLAY WAIVER FORM

AGSA Executive Board Ratified June 2, 2020

In consideration of being allowed to participate in any way in the Arlington Girls Softball Association (AGSA) athletics/sports program, related events and activities including House League, Spirit, Sage and Impact, the undersigned hereby acknowledges, understands, and agrees that:

1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.

2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that an individual could be exposed to and/or become infected through contact with or close proximity with another individual with a communicable disease.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AGSA (including House Leagues, Spirit, Sage and Impact coaches and their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the events and activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING AND SIGNING BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. **ACKNOWLEDGEMENT BY ADULT PARTICIPANT:** By acknowledging and agreeing to by signing below, I agree to and verify the following: 1) I consent and agree to assume the risks of participation in these programs; and 2) that I specifically agree to the release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify, defend and hold harmless the Releasees from any and all liabilities incident to my involvement or participation in these programs EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS: By acknowledging and agreeing by signing below, I agree to and verify the following: 1) I am the parent or legal guardian for the youth participant associated with this guardian account, 2) that the date of birth of the youth participant associated with this guardian account is correct, 3) that as parent/legal guardian with legal responsibility for this youth participant, I consent and agree to assume the risks of his/her participation in these programs as provided herein; and 4) that I specifically agree to his/her release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify, defend and hold harmless the Releasees from any and all liabilities incident to this youth participant's involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

The provisions of this agreement are intended to comply with applicable law. If, however, a court determines that any provision is unenforceable, then such provision shall be reformed as necessary to comply with and be enforceable under applicable law. If a court determines that any provision of this agreement is unenforceable and cannot be reformed, then such provision shall be deemed eliminated from this agreement to the extent necessary to permit the remaining provisions of this agreement to be enforced.

Name (Print)	Date	Signature
Name (Print) Legal Parent/Guardian (if minor)	Date	Signature
Address (Street) City State,		