

WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS AGREEMENT

The undersigned, (name of signatory), promises, acknowledges, agrees, warrants, and confirms as follows:

1. By executing this Agreement, I understand and agree that I am waiving any claim that I may have against the softball team of which I am a member, volunteer, umpire, coach or other participant including guest or pick up player, prospective player or temporary player, the Organization of which the team is a member, the coaches, managers, and trainers for the team, Arizona Suncats (SC) and its officers, directors, employees, agents, representatives and the tournament owner/director of any SC sanctioned tournament/camp/clinic (hereinafter known as the Released Parties) regarding or concerning any tournament, event or activity for the team in which I participate in any way.
2. I acknowledge that my participation in any practice, game, tournament, event or activity, sponsored, organized or held by the Released Parties would not be permitted unless I have previously executed this Agreement and further acknowledge that the Released Parties justifiably rely upon the provisions, conditions and promises made and contained in this Agreement.
3. I acknowledge that I may be injured or killed in a tournament, event, practice or other activity related to the team and to the fullest extent allowed by law, I assume the risks of such injury or death involving any tournament, event, practice or other activity that is sponsored, organized or held by the Released Parties, regardless of whether the injury or death occurs during the tournament, activity or event or subsequently.
4. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19), and/or any mutation or variation thereof.
5. The waiver, release and assumption of risks provisions in this Agreement are intended by me to include any circumstance involving my participation as described above and the promises and agreements I make and enter into in this Agreement are not limited to any specific tournament, activity or event.
6. The risk of suffering a serious injury from the activities involved in participating in fastpitch softball as a player, coach, umpire, or other participant is significant. I knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the Released Parties or others and assume full responsibility for my participation.
7. I agree to comply with all instructions, procedures and requirements established by the Released Parties for the operation and participation in any tournament, event, or activity. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Released Parties immediately.
8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the Released Parties with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Released Parties or others to the fullest extent permitted by law.
9. I acknowledge that I have had the opportunity to have this Agreement reviewed by an attorney or other advisor of my choice, and I confirm to the Released Parties that I have either reviewed this Agreement with an advisor of my choice or have chosen not to do so.

I HAVE READ THIS WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY AND ASSUMPTION OF RISKS AGREEMENT AND I HAVE HAD THE OPPORTUNITY TO DISCUSS IT WITH MY PARENTS OR GUARDIANS. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participants Signature \_\_\_\_\_ Age: \_\_\_\_\_ Date: \_\_\_\_\_

CONFIRMATION OF RELEASE BY PARENT/GUARDIAN OF PARTICIPANT

I promise and represent to the Released Parties that I have read the above provisions, promises and conditions and they are incorporated by this reference within this paragraph. I adopt and accept all such promises, provisions, and conditions on behalf of my child. I represent and warrant that I have the authority to execute this document on behalf of my child and I hereby promise and agree to indemnify, defend and hold harmless the Released Parties from any and all liabilities or claim that may arise or be made incident to my child's involvement or participation in any tournament, practice, game, activity or event that is sponsored, organized or held by the Released Parties. I acknowledge and agree that this waiver of claims, release of liability and assumption of risks includes any negligence by the Released Parties. The provisions, terms and conditions of this document are intended to include any possible circumstance in which liability might be claimed against the Released Parties, whether foreseen or unforeseen.

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