

RETURN TO PARTICIPATION WAIVER

In consideration of my child, _____, being allowed to participate in MHAA Traveling Softball and related events, practices and activities in 2020, the undersigned acknowledges, appreciates, and agrees that:

The risks of injury and illness (including specifically, communicable diseases such as COVID-19, MRSA, and influenza) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

For myself, spouse or domestic partner, and child, 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 child’s participation; and,

I willingly agree to comply with the MHAA Traveling Softball Program’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child’s readiness for participation or in the program itself, I will remove my child from participation and bring such attention of the nearest official immediately; and,

I myself, my spouse or domestic partner, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby release and hold harmless all MHAA Softball coaches and members of the MHAA Softball Committee, and any other volunteers or participants (“Releasees”), with respect to any and all injury, illness, disability, death, or loss or damage to person or property incident to my child’s involvement or participation in MHAA Traveling Softball and related events, practices and activities, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

I, for myself, my spouse or domestic partner, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby indemnify and hold harmless all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, even if arising from their negligence, to the fullest extent permitted by law.

I, the parent, assert that I have explained to my child: the risks of the activity, his responsibilities for adhering to the rules and regulations, and that my child understands this agreement.

I, FOR MYSELF, MY SPOUSE OR DOMESTIC PARTNER, AND CHILD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child: _____

Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date Signed: _____