



# PORTAGE YOUTH SOFTBALL

[WWW.PORTAGEYOUTHSOFTBALL.ORG](http://WWW.PORTAGEYOUTHSOFTBALL.ORG)

## LIABILITY WAIVER - RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In consideration of participating in a Portage Youth Softball tournament, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Portage Community School District, the City of Portage (WI), the Portage Youth Softball organization, and their owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (hereinafter collectively referred to as "Participants"), and also agree as follows:

1. I acknowledge that youth softball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include but are not limited to broken bones and concussions, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing, disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.
3. I agree to follow any additional safety & health regulations enacted by the Releasees including those enacted after the signing of this waiver.
4. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I represent that I have adequate insurance to cover any injury, illness, and/or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all the risks that may be created, directly or indirectly, by any such condition.
7. In the event that I file a lawsuit, I agree to do so solely in the state where the Releasees' facility is located and I further agree that the substantive law of that state shall apply.
8. I hereby grant permission to the Releasees to capture, use, and publish photographs, videos, audio recordings, basic contact information, and the like of the Participants for the purpose of promoting the Portage Youth Softball organization and its events, teams, and mission.
9. I hereby authorize the Releasees to consult with or drive Participants to the physician, dentist, or hospital, if in the opinion of the Releasees, a need for emergency care exists. First aid, CPR, AED, and other lifesaving measures may be used and an ambulance may be called if necessary.
10. I hereby authorize the treatment, by a licensed medical professional, of the Participants in the event of a medical emergency, which, in the opinion of said professional, may endanger a Participants' life, cause physical impairment, disfigurement, or undue discomfort if delayed.
11. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

### **PARTICIPANT (ATHLETE, COACH, VOLUNTEER, ETC.) AGREEMENT**

I have had sufficient time to read this entire document, and should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

**I have read and understand this document and I agree to be bound by its terms.**

Participant Name: \_\_\_\_\_ Participant Signature: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### **PARENT OR GUARDIAN ADDITIONAL AGREEMENT (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of \_\_\_\_\_ being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of the minor or are in any way connected with such participation by the minor.

**I have read and understand this document and I agree to be bound by its terms.**

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Parent/Guardian Signature: \_\_\_\_\_



**WAIVER AND RELEASE OF CLAIMS (FOR MINOR PARTICIPANTS)**

By signing below, I, the undersigned, expressly agree and understand that my child: \_\_\_\_\_ is participating in activities in the Portage Community School District buildings/facilities at his/her own risk. I understand the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO). In accordance with guidance issued by the WHO, the United States Centers for Disease Control and Prevention (CDC), and the Wisconsin Department of Health Services (WDHS), for slowing the transmission of COVID-19, I hereby agree, represent, and warrant that my child shall not enter District property and engage in activities within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. I agree that I am aware of the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>). I hereby agree, represent, and warrant my child will not enter District property and participate in activities if he/she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.

Portage Community School District has taken reasonable steps to implement recommended guidance and protocols issued by Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the restrictions set forth above. I understand the inherent dangers for exposure to COVID-19 and other injuries while engaged in the foregoing activities on District property, which could result in quarantine requirements, serious illness, disability, and/or death and hereby assume full responsibility for, and risk of, illness, bodily injury, or death. Having read and understood the above, I recognize the importance of reviewing and following the guidance issued by the WHO, CDC, and WDHS, as well as the District's policies and procedures related to the same. By signing this agreement, I agree to be responsible for my child's personal safety and hygiene while engaged in the activities on District property and abide by District rules and procedures related to social distancing and use of personal protective equipment (PPE), including, but not limited to face coverings or shields.

Having read the above and having understood the dangers and potential risks involved with my child participating in activities in school buildings and grounds, I give my consent as the parent/legal guardian of my child, to participate in activities on school buildings and grounds. I further agree to hold the Portage Community School District, its employees and agents and any and all persons or entities holding thereunder, including any and all policies of insurance, harmless from any and all claims, suits, obligations or other liabilities which arise or may arise out of my child's engagement in the aforementioned activities on District property. Further, I agree to indemnify any of the aforementioned persons and/or entities to the extent of any damage claims, including attorney fees, which arise or may arise out of my child's activities on District property.

**I hereby certify that I have read the above provisions and agree to abide by the terms of this Agreement.**

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

\_\_\_\_\_  
Parent Name (Printed) Parent Name (Printed)