

Connecticut Wiffle Ball League
ACCIDENT WAIVER, ASSUMPTION OF RISK,
AND RELEASE OF LIABILITY FORM

****NOTE: If the participant/player is under 18 years of age at the time of signature, then this form must also be read, acknowledged, and signed by a parent(s) or guardian(s) of the participant/player.****

I HEREBY ASSUME ALL OF THE RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THE CONNECTICUT WIFFLE BALL LEAGUE, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity. If such time occurs that the I believe the conditions to become unsafe, then I will immediately discontinue further participation.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, serious personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS INCLUDE: The Connecticut Wiffle Ball League, CTWL, and/or their participants, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, ownership, and any other related parties.
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I further agree that despite this Agreement, in the event that I or anyone on my behalf makes a claim against any of the entities, I will save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost with may occur as the result of such claim.

I acknowledge that the CTWL and their players, managers, directors, officials, employees, volunteers, representatives, the activity holders and sponsors, and all other parties are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious personal injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, lack of hydration, and actions of other people including, but not limited to, participants, directors, officials, employees, volunteers, representatives, and the activity holders and sponsors. These risks are not only inherent to participants but are also present for directors, officials, employees, volunteers, representatives, and spectators.

I acknowledge that the CTWL does not hold any legal business claim, such as an LLC or INC title, and that the league does not provide any insurance to cover any injury or injuries of any participant(s) or other affected entities or persons listed above. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. This Accident Waiver and Release of Liability Form shall be constructed to comply with all waiver laws in the State of Connecticut.

Player/Participant Release:

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

I HAVE READ THE PROVISIONS IN THIS AGREEMENT, AND I UNDERSTAND AND ACCEPT THESE RISKS AND RESPONSIBILITIES. I FOR MYSELF, DO CONSENT AND AGREE TO THIS RELEASE PROVIDED ABOVE FOR ALL THE ENTITIES OR PERSONS LISTED. IN ADDITION, I FOR MYSELF DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ENTITIES OR PERSONS LISTED FOR ANY LIABILITIES TO MY PRESENCE OR PARTICIPATION IN THE ACTIVITIES AS PROVIDED ABOVE, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, TO THE FULLEST EXTENT PROVIDED BY LAW.

THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION ON THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Participant's Signature
(Please print legibly.)

Date

Participant's Name

Age

Minor Release (For Players/Participants Under 18 Years of Age):

I CERTIFY, AS THE PARENT(S) OR GUARDIAN(S) WITH LEGAL RESPONSIBILITY OF THE PARTICIPANT IN THE ACTIVITIES, THAT I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

I HAVE READ AND EXPLAINED THE PROVISIONS IN THIS AGREEMENT TO MY CHILD/WARD, INCLUDING THE RISKS OF PRESENCE AND PARTICIPATION IN THE ACTIVITIES. FURTHERMORE, MY CHILD/WARD DOES UNDERSTAND ACCEPT THESE RISKS AND RESPONSIBILITIES. I FOR MYSELF, MY SPOUSE, AND MY CHILD/WARD, DO CONSENT AND AGREE TO HIS RELEASE PROVIDED ABOVE FOR ALL THE ENTITIES OR PERSONS LISTED. IN ADDITION, I FOR MYSELF, MY SPOUSE, AND MY CHILD/WARD, DO RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE ENTITIES OR PERSONS LISTED FOR ANY LIABILITIES TO MY MINOR CHILD'S/WARD'S PRESENCE OR PARTICIPATION IN THE ACTIVITIES AS PROVIDED ABOVE, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, TO THE FULLEST EXTENT PROVIDED BY LAW.

THIS RELEASE IS INTENDED TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION ON THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Parent/Guardian Signature
(Please print legibly.)

Date

Parent/Guardian Name