



SOFTBALL CANADA
RELEASE OF LIABILITY, WAIVER OF CLAIMS AND
INDEMNITY AGREEMENT
(FOR THOSE 18 YEARS OF AGE AND OLDER)

WARNING!

By signing this document you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore clarify any questions or concerns before signing this document. As a Participant in Softball Canada's Women's National Team Program and related programs, activities and events (collectively the "Events"), the undersigned, on behalf of myself, heir(s), next of kin, personal representative, successor or assign, acknowledges and agrees to the following terms:

Disclaimer

2. Softball Canada and its directors, officers, committee members, members, employees, coaches, volunteers, participants, agents and representatives (collectively the "Organization") are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the sport of softball, and/or the Events, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.
 I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the sport of softball and the Events. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to sport of softball and/or the Events and assume all of the risks. The risks, dangers, injuries and hazards which might result from the Participants own actions, inaction or negligence, or the actions, inaction or negligence of others, the rules of play or the conditions of the premises or any equipment, include, but are not limited to:
 - a) Executing strenuous and demanding physical techniques and/or exerting and stretching various muscle groups;
 - b) Physical testing and tests;
 - c) Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements, quick turns and stops;
 - d) Extreme weather and temperature conditions which may result in dehydration, heatstroke, sunstroke or hypothermia;
 - e) Grass, turf and other surfaces including bacterial infections and rashes;
 - f) Falls to the ground due to sliding, uneven or irregular terrain or surfaces;
 - g) Collisions with fences, poles, stands, bases, bats, balls and equipment;
 - h) Contact, colliding or being struck by other participants, equipment or vehicles;
 - i) The failure to properly use any equipment, the mechanical failure of any equipment or inadequate safety equipment
 - j) Spinal cord injuries which may render me permanently paralyzed; and
 - k) Travel to and from the events and associated non-competitive events which are an integral part of the Organization's activities.
4. Furthermore, I am aware that there are certain dangers, hazards and risks inherent international travel, including, but not limited to, risk of injury, permanent disability or death, property damage, sickness or severe social or economic loss, which may result from the actions, inaction or negligence of the Participant, others or the Organization, additionally resulting from, but not limited to, weather conditions, conditions of equipment used, language barriers, differing social cultures, national and local laws, strikes, natural disasters, civil unrest or hostilities, terrorist activities or acts of war. Further, there may be other risks not known or not reasonably foreseeable.
 I have read and agree to be bound by paragraphs 3 and 4.

Acceptance of Responsibilities

5. In consideration of Softball Canada allowing me to participate in the Events, I agree:
 - a) That it is my responsibility to determine whether I am sufficiently fit and healthy enough to safely participate in the Events;
 - b) That I have not been advised against participation in the Events by any healthcare provider, I do not have a physical or medical condition that would endanger myself, others or would interfere with my ability to safely participate in the Events; and
 - c) To freely accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Events.

Release of Liability and Disclaimer

6. **I WAIVE, RELEASE, DISCHARGE, SAVE HARMLESS AND INDEMNIFY** the Organization from any and all liability, claims, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), actions, judgments, executions and costs (including legal fees) (collectively, the “Claims”) which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Events or my traveling to or from the Events, even though any such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, omissions, carelessness, breach of contract or breach of any statutory duty of care of the Organization.

I have read and agree to be bound by paragraphs 5 and 6.

Acknowledgement

7. The Participant agrees that this RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT will be construed in accordance with the laws of the Province of Ontario, which shall be the forum for any law suits filed under or incident to this Agreement or the Events. The terms and provisions of this Agreement will be severable, such that if a court of competent jurisdiction holds any terms to be illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions will not be affected.

8. I acknowledge that I have read and understand this Agreement, that I have executed this agreement voluntarily, and that this Agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (Please Print)

Signature of Participant

Witness

Date

THIS FORM MAY BE DUPLICATED