

12 North Liability Waiver

I, the undersigned player, acknowledge, agree and understand that:

- 1) Voluntarily and of my own free will, I elect to participate as a member of the softball team and 12 North Sports Bar league .
- 2) I understand that there are certain risks and hazards involved in participating in softball including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants; in addition to the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects. All of which can cause serious injury or death to other players.
- 3) I agree that the 12 North's rules regarding Bats are not ASA rules and I agree to release any officers, umpires, agents, servants, associations, employees that are from the ASA for any damages, injury, including death and lawsuit resulting from these rules.

Further, I agree that in consideration for the right to play as a member of the team designated below and in consideration permission to play on the field arranged for/by the team or league:

- 1) I voluntarily elect or accept and solely assume all risk of damages, injury, including death, incurred or suffered by me .
 - (a) while practicing or playing as a member of the team so designed,
 - (b) while serving in a non-playing capacity as a team member or observer during practice or play by other teams or by other players on my team, and
 - (c) while on or upon the premises of any and all of the fields arranged for/by my team or league for practice or play.
- (2) I release, discharge and agree not to sue the team and/or league designated below or any owner or lessee of fields on which softball is played or practiced by my team or the Amateur Softball Association of America, or their owners, officers, agents, servants, associations, employees, or any person or entity connected with that team, league, field or the ASA of America for any claim, damages, costs or cause of action which I have or may have in the future as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract, wrongful conduct of the parties hereby released. I further agree that I shall hold harmless and fully indemnify the city of Utica and all other parties mentioned herein from any claims, damages, costs, including attorney fees from any cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if damages, injuries or death are caused in whole or part by any of the parties or entities hereby released.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

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