

West Metro Senior Softball Association
Waiver, Release of Liability and Assumption of Risk Agreement

In consideration of being allowed to participate in the West Metro Senior Softball Association's ("West Metro") softball games, tournaments, practices, warmups, other activities, and related events (collectively "Softball Activities") I, the undersigned player, acknowledges, appreciates and agrees that:

1. There are certain risks and hazards involved in practicing and playing softball that may result in injury or death to me or to other players, including but not limited to hazards associated with weather conditions, field conditions, equipment, and other players.
2. The very nature of the game of softball is inherently hazardous and risky, including, but not limited to, the acts of pitching, throwing, fielding and catching the ball, swinging the bat, running, sliding, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
3. The risk of personal injury or property damage to me or other players from participation in the Softball Activities is significant, including but not limited to permanent paralysis, disability, or death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious or fatal injury, or property damage, still exists.
4. The directors and officers of the West Metro Senior Softball Association and their agents (collectively "Directors and Officers") have recommended the use of player safety equipment, such as pitching screens, batting and running helmets, mouth guards, facemasks, shin guards, and other protective equipment to help prevent injuries or death to players.
5. Participation in the Softball Activities also includes the possibility of contracting the infectious disease COVID-19. Even though the West Metro Senior Softball Association has implemented its COVID-19 related Game Rules & Procedures, which each player is required to comply with when participating in the Softball Activities, the risk of serious illness and death from COVID-19 still exists. This is especially true for those players who are 65 or older or have serious underlying health conditions.
6. I acknowledge, agree, and represent that I fully understand the nature and risks of participating in the Softball Activities and that I am in good health and in proper physical condition to participate in such activities.
7. I agree to comply with the West Metro Senior Softball Association's stated and customary terms and conditions, safety instructions, and softball rules required for participation in its Softball Activities, including Its COVID-19 related Game Rules & Procedures. I further agree that, if at any time during my presence or participation in the Softball Activates, I believe the playing conditions are unsafe, I will immediately discontinue further participation in the Softball Activities and bring such unsafe conditions to the immediate attention of the other players and at least one of the Directors and Officers.
8. By signing this form, and in consideration of being allowed to participate in the West Metro Senior Softball Association's Softball Activities, I knowingly and voluntarily agree to the following:
 - (a) I assume all risks of injury, illness, or death to me or damage to my property arising from my participation in the West Metro Softball Activities.
 - (b) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, waive, discharge and agree not to sue: (i) the city of Eden Prairie, its directors, officers, employees, or agents,

(ii) the Academy of Holy Angels, its directors, officers, employees, or agents, and (iii) the West Metro Senior Softball Association, its Directors and Officers and agents from and for any and all damages, claims, and causes of action for personal injury, illness, or death to me, or loss of or damage to my property that may occur when I am participating in the West Metro's Softball Activities, even when arising from the negligent acts or omissions of the foregoing parties (the "Released Parties"), to the fullest extent permitted by law.

(c) I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS OF PARTICIPATING IN THE WEST METRO'S SOFTBALL ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES, AND I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN SUCH SOFTBALL ACTIVITIES.

(d) I agree to indemnify the Released Parties for any claims for damages for personal injuries or damage to or loss of property of third parties to the extent caused by my negligent acts or omissions when I am participating in the West Metro's Softball Activities.

(e) I grant to the city of Eden Prairie, the West Metro's Directors and Officers, and their respective successors and assigns, the absolute and unconditional right and release, for as long and as often as they may elect, to copyright or use in any media, my name and/or likeness and/or recorded voice, in whole or in part, for art, advertising, trade or any other lawful purpose. This release covers photographs and/or video and sound recordings that may be made while I participate in the West Metro's Softball Activities. I waive any right I may have to inspect and/or approve the finished media or other materials produced in connection with this grant of rights and release.

9. This Agreement cancels and replaces any and all previous West Metro Release of Liability and Assumption of Risk Agreements signed by me.

10. This signed Agreement will be kept in the files of the West Metro Senior Softball Association and copies may be provided to the city of Eden Prairie and to the Academy of Holy Angels. I may request a copy of this signed Agreement for my personal files, or ask any questions regarding this signed Agreement via email, sent to: ron.wenaas@gmail.com or by calling Ron Wenaas at (612) 418-7077.

11. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING BUT NOT LIMITED TO THE RIGHT OF FINANCIAL RECOVERY FOR MY PERSONAL INJURY, ILLNESS, OR DEATH ARISING FROM MY PARTICIPATION IN THE WEST METRO'S SOFTBALL ACTIVITIES. I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT SO THAT I MAY PARTICIPATE IN WEST METRO'S SOFTBALL ACTIVITIES.

Signature

Print Name

Date