



RELEASE OF LIABILITY, WAIVER OF ALL CLAIMS and INDEMNITY AGREEMENT

Name of Participant: _____ Date: _____

This is a binding legal agreement; clarify any questions or concerns before signing.

As a Participant in the sport of softball and the orientation, instruction, activities, programs, and services of the Abbotsford Minor Fastball Association (the "AMFA"), collectively the "Activities", the undersigned acknowledges and agrees to the following terms:

Disclaimer

1. The AMFA, its directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, sponsors, owners/operators of applicable facilities, 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 Activities, caused in any manner whatsoever including, but not limited to, the negligence of the AMFA.

Description and Acknowledgement of Risks

2. I understand and acknowledge that:
 - a) the Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life; and
 - b) the AMFA has a difficult task to ensure safety and it is not infallible. The AMFA may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. I am participating voluntarily in the Activities and acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities, including but not limited to:
 - a) executing strenuous and demanding physical techniques;
 - b) vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - c) exerting and stretching various muscle groups;
 - d) the failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - e) spinal cord injuries which may render me permanently paralyzed;
 - f) serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being;
 - g) abrasions, sprains, strains, fractures, or dislocations;
 - h) concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;
 - i) physical contact with other participants, spectators, equipment, and hazards;
 - j) grass, turf, and other surfaces including bacterial infections and rashes;
 - k) collisions with fences, poles, stands, and softball equipment;
 - l) not wearing appropriate safety or protective equipment, such a helmet;
 - m) failure to act safely or within my own ability or within designated areas; n
 - n) negligence of other persons, including other spectators, participants, or employees;
 - o) weather conditions;
 - p) travel to and from competitive events and associated non-competitive events which are an integral part of AMFA's Activities; and
 - q) negligence on the part of AMFA, including failure on the part of AMFA to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the Activities.



Terms

4. In consideration of AMFA allowing me to participate in the Activities, I agree:
- that my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition;
 - to comply with the rules and regulations for participation in the Activities;
 - to comply with the rules of the facility or equipment;
 - that if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of a AMFA representative immediately;
 - that it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity; and
 - that I am responsible for my choice of protective equipment and the secure fitting of that equipment.

Release of Liability and Disclaimer

5. In consideration of AMFA allowing me to participate, I agree to assume all risks arising out of, associated with or related to my participation; to waive any and all claims that I may have now or in the future against AMFA; and to 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 activities, events and programs of AMFA; and to FOREVER RELEASE AMFA from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of AMFA.
6. I acknowledge and agree that that AMFA is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities; that negligence includes failure on the part of AMFA to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and this release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement

7. 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. I further acknowledge by signing this agreement I have waived my right to maintain a lawsuit against AMFA on the basis of any claims from which I have released herein.

Signature of Participant*: _____

Date: _____

*or Participant's legal guardian if under the age of 19