

## RELEASE OF LIABILITY, ASSUMPTION OF RISK ACKNOWLEDGMENT, AND INDEMNITY AGREEMENT

In consideration of participating as an umpire through the Chesterfield Baseball/Softball Association ("Association"), I represent that I understand the nature of all activities and events and that I am qualified, in good health, and in proper physical condition to participate in these activities and events. If I believe ANY activity or event conditions are unsafe, I will immediately discontinue my participation in the activity or event at my sole discretion. In particular, I acknowledge, appreciate and accept the following as a condition of my participation as an umpire:

- 1. I fully recognize and appreciate that all activities and events involve the risk of serious bodily injury, temporary or permanent disability, paralysis, and even death. These risks may be caused by my own actions, or inactions, or other participants in the activity or event, or the negligence of the Releasees identified below or through unknown third parties, and that there may be other risks, known or unknown to me, that may arise in my participation of activities and events. Despite the existence of rules and regulations governing play, and the use and/or existence of equipment necessary for proper play, I recognize and understand that risk of injury and death still exist and accept and assume ALL SUCH RISKS as a condition of my participation in all activities and events; AND
- 2. I freely and willingly agree to comply with any and all stated and/or applicable rules and regulations governing my participation in the activities or events. In the event that I observe any hazard as part of participation in the activity or event, or within my presence, I represent that I will fully inform the nearest official immediately; AND
- 3. I, individually, and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby release, discharge and covenant not to sue Chesterfield Baseball/Softball Association, its respective administrators, officers, officials, agents, volunteers, and employees, other participants, any sponsors, agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the activity or event (collectively referred to as the "Releasees") of and from all liability, claims, demands, losses, or damages, on account of or in any way arising from my participation in all activities or events. Further, I expressly agree and accept that to the extent that my injury or death is caused in whole or in part by the negligence of the Releasees, or any one of them, that I, or anyone on my behalf, will defend, indemnify, hold harmless each of the Releasees from any loss, liability, damage, or cost, which in any way may arise as a result of such claim; AND
- 4. I state that I have read the RELEASE OF LIABILITY, ASSUMPTION OF RISK ACKNOWLEDGMENT, AND INDEMNITY AGREEMENT, understand that I have given up substantial rights by agreeing to it and have agreed to this document freely and without inducement or representation by anyone, and intend it to be complete and an unconditional release of all rights allowed by law, and agree that if any portion of this agreement is deemed invalid for any reason, the remaining portions shall continue to be valid and in full force and effect.

## FOR PARENT/GUARDIANS OF PARTICIPANTS OF MINOR AGE

PARENTAL CONSENT: I certify that I, as the minor's parent/and/or legal guardian, understand that the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in all such activities and events. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise and further agree that if, despite the release, the minor or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney's fees, loss liability, damages, or any other cost or expense any Releasee may incur as a result of any such claim.

By checking the box on the registration form you are agreeing to accept the above terms and conditions.

Confirmed by Parent or Legal Guardian if Umpire is a minor under the age of 18 years.