MUSTANG SOFTBALL ASSOCIATION
ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

In consideration of the use of the property, facilities and/or services of the Mustang Softball Association ("MSA"), the undersigned agrees as follows:

1. **RISK FACTORS, ASSUMPTION OF RISK**: The undersigned understands and acknowledges that the use of equipment, facilities and services provided by MSA involves risks such as, but not limited to, the following which might result from the use of equipment or facilities, from the activity itself, from the acts of others, or from the unavailability of emergency or emergency medical care. **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLE DEATH.** The undersigned **ASSUMES ALL RISKS THAT ARISE OUT OF THE USE OF THE EQUIPMENT OR FACILITIES, THE ACTIVITY ITSELF, THE ACT OF OTHERS, OR THE UNAVAILABILITY OF EMERGENCY CARE**, including but not limited to, those **RISK FACTORS** described in this section 1.

2. **PREREQUISITE SKILLS AND TRAINING.** The undersigned acknowledges that he or she has the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of the equipment and facilities and to participate in the activity itself.

3. **RELEASE**. The undersigned **RELEASES** MSA, all affiliated organizations, all organizers, officers, directors, employees and agents of MSA of any such affiliated organizations, and agrees **NOT TO SUE** them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of the activity, including those based on death, bodily injury or property damage whether or not caused by the acts, omissions or other fault of the parties being released.

4. **WAIVER**. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

5. **INDEMNIFY AND DEFEND.** The undersigned agrees to **INDEMNIFY AND DEFEND** the MSA, all affiliated organizations, the organizers, officers, directors, employees and agents of each (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the activity or this agreement which include but are not limited to damages to or destruction of any property of the indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of the indemnitee, the undersigned or anyone else.

6. **PAY.** The undersigned agrees to pay for any or all damages to any property or indemnitee caused by the undersigned either negligently, willfully, or otherwise.

7. **ACKNOWLEDGMENT.** The undersigned has read and understands this agreement and realizes it relates to surrendering valuable legal rights and does so freely and voluntarily. The undersigned enters into this agreement for himself/herself, his/her heirs, assigns and legal representatives.

Name of Team	*Mangagers Name*	*Mangagers Telephone Number*

	Name of Child	Name of Parents	Parents Signature	Date
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