

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND PARENTAL CONSENT AGREEMENT FOR COMMUNICABLE DISEASES ("Agreement")

IN CONSIDERATION for being permitted to utilize the services, facilities, equipment and/or the affiliated program(s) of Madison Little League (MLL) and/or for my child(ren) listed below to so participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any program affiliated with or organized by MLL ("Activities"), the undersigned, on behalf of himself or herself and such participating or present children and any personal representatives, heirs, and next of kin ("Undersigned") hereby acknowledges, understands, agrees and represents that

- a) Undersigned and such participating children are qualified, in good health, and in proper physical condition to participate in such Activities and that, if at any time believe that a reasonable person would consider conditions to be unsafe for him or herself or others, will immediately discontinue further participation in the Activities;
- b) Activities may involves risks and dangers of property damage and serious bodily injury, including permanent disability, paralysis and death ("Risks");
- c) these Risks and dangers may be caused by one's own actions or inactions, the actions or inactions of others participating in the Activity, and the condition in which the Activity takes place;
- d) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time and for which Undersigned fully accepts and assumes all such Risks and all responsibility of losses, costs and damages incurred as a result of such participation in Activities;
- e) Undersigned has carefully considered such services, equipment and facilities and/or the affiliated program and that he or she finds and accepts same as being safe and reasonably suited for the use or participation by the Undersigned and such participating or present children;
- f) use of the services, facilities, equipment and/or the affiliated program(s) of MLL by the undersigned and/or such participating children may, despite MLL's reasonable efforts to mitigate such dangers, result in exposure to MRSA, influenza, and other airborne viruses, which could result in quarantine requirements, serious illness, disability, and/or death.
- g) MLL is not required to provide insurance to cover Undersigned or such participating or present children in the event they suffer an illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with MLL.

IN FURTHER CONSIDERATION OF THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING OR PRESENT CHILDREN, HEREBY

1. RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE MLL, its directors, officers, employees, volunteers and agents from all liability to Undersigned or such participating or present children and all personal representatives, assigns, heirs, and next of kin of Undersigned or such participating or present children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, Undersigned or such participating or present children whether caused by the negligence, active or passive, of MLL or otherwise while Undersigned or such participating or present children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with MLL.

2. ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE.

3. Expressly agrees that this agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Connecticut and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of adult participant: \_\_\_\_\_

Adult participant signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE to the fullest extent provided by law.

Name of child participant(s): \_\_\_\_\_