

# HENDERSON COUNTY SENIOR SOFTBALL LEAGUE

## PARTICIPANTS INFORMED CONSENT, WAIVER AND RELEASE FROM LIABILITY.

### IMPORTANT: THIS IS A LEGAL DOCUMENT.

PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE ANY QUESTIONS, PLEASE ASK OR CONSULT AN ATTORNEY.

I, \_\_\_\_\_ understand that the Henderson County Department of Parks and Recreation, operates and maintains the Jackson Park sports park at 801 Glover St., in Hendersonville, North Carolina.

I further understand that the Henderson County Senior Softball League is an informal association of individuals acting in their own private capacities, to enjoy the game of slow-pitch softball. I further understand that all participants in The Henderson County Senior Softball League, ( HCSSL ) acting in their individual capacities, associate together essentially for the purpose of establishing basic rules of participation; purchasing essential equipment; establishing teams and playing schedules; and collecting individual fees to pay Henderson County Parks & Recreation for year round facility rental.

In consideration for allowing me to participate as a member of the Henderson County Senior Softball League, in the sport of slow-pitch softball, at the Jackson Park sports park in Hendersonville, North Carolina, (hereinafter called, "the event"); I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf:

(a) I acknowledge that the event can be an extreme test of a person's physical and mental limits, and carries with it the potential for death, serious injury, and property loss;

(b) I certify as follows: (1) that I am properly equipped for the event, and will not participate in the event without proper equipment; (2) that I am physically fit and able to participate in the event; and (3) that I have not been advised against participation in the event by a qualified health professional.

(c) I agree or acknowledge as follows: (1) that I will obey all posted Jackson Park safety signs and will obey instructions of Jackson Park employees while participating in the event. (2) That I have read, and will obey all Henderson County Senior Softball League rules. (3) That I will follow safe procedures and avoid unnecessarily hazardous situations; and (4) that I have the knowledge and experience necessary to participate in the event safely.

(d) I agree that, prior to participating in the event, I will inspect the facilities, equipment, and areas to be used and, if I believe any are unsafe, will not participate in the event until the unsafe facility, equipment, and/or area is deemed safe by me.

(e) I assume all risks associated with the event, including, but not limited to, death; concussion; neck/spinal trauma; broken bones; loss of teeth; loss of vision; dehydration; heat stroke; muscle pulls; cramps; sprains; strains; cuts; bruises; mental anguish; trauma; exhaustion; heart attack; cardiovascular illness as a result of accidental or intentional falls, or contact with other people and their equipment; contact with facility equipment; defective equipment; effects of weather including heat or humidity; terrain; and personal fitness level;

(f) If I am pitching, I am aware of the increased injury risks of the position. I know that a protective

face mask is recommended by the HCSSL to be worn for my protection. These masks are provided by the HCSSL League and if I choose not to wear a mask, then I hereby again waive any and all claims, individually, and by my heirs, and hold harmless: any individual player, The Henderson County Senior Softball League and its officers; as well as Henderson County Parks & Recreation and its employees; for any injury received, that may have been reasonably prevented by the wearing of the provided face mask.

(g) In connection with the event, I forever release, acquit, and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of action and expenses, including without limitation, attorney's fees and costs, all other individual participants, including volunteer team managers, coaches, as well as all Officers of the Henderson County Senior Softball League, The Henderson County Parks & Recreation Dept, and its employees.

(h) In connection with the event, I agree not to bring any civil action against any individual participant, including volunteer team managers, coaches, officers of The Henderson County Senior Softball League, administrators and employees of the Henderson County Parks & Recreation Dept.; for any of the claims, losses, or liabilities that I have waived, released, and discharged herein.

(i) In connection with the event, I indemnify and hold harmless all individual participants, including volunteer team managers, coaches, officers of the Henderson County Senior Softball League, administrators and employees of The Henderson County Parks & Recreation Dept.; from any and all claims made, or liabilities assessed against them as a result of my actions or omissions.

(j) In connection with the event, I hereby authorize emergency medical/ first aid treatment, in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, and nurse practitioners to administer routine and/or emergency medicines and treatments, as needed.

(k) I further understand and agree that all of the above provisions also apply when I am participating in the event at locations away from Jackson Park. This would include games against out of area opponents, as well as games played locally in Henderson County using fields other than those at Jackson Park.

(l) I certify that I have read all the provisions of this: Informed Consent, Waiver, And Release From Liability form; and fully understand all of the same. I intend for this informed consent, waiver and release to be effective during each of my participations in the event, and to continue to be effective for as long as I participate in the Henderson County Senior Softball League.

(M) If any provisions contained in this Informed Consent and Waiver of Liability Form are held to be invalid, void, or illegal, by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Informed Consent and Waiver of Liability agreement form, and shall in no way affect, impair, or invalidate any other provision herein contained.

Signature of Participant \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Participant:

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