



2016 AI Ballers

Fastpitch Softball

Participant's name: \_\_\_\_\_ (Please Print)

Date of Birth: \_\_\_\_\_

**1. Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way in Athletic Initiative's (AI) softball I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** AI and its officers, employees, and agents from liability **from any and all claims including the negligence of AI** and its **officers, employees and agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in Athletic Initiative's practices, clinics and/or games. \_\_\_\_ initial

**Assumption of Risks:** Participation in AI activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in AI Softball. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD AI and their respective officers, employees, and agents, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in softball and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**2. Permission for Use of Image and Statements**

I hereby grant to AI permission to reproduce the above minor's and/or participant's likeness, identity, voice, photographic image, videographic image and oral or recorded statements in any publication of Athletic Initiative intended for research, educational, promotional, fund-raising or other related use, including but not limited to, film broadcast, printed publications, web-pages and web-based publications, associated with AI.

By signing this form, I waive and release AI and its officers, agents and employees, from any claim or liability relating to the use of my likeness, identity, voice, photographic image, videographic image and oral or recorded statements.

I acknowledge that AI will rely on this permission and release in producing, broadcasting, and distributing materials containing my likeness, identity, voice, photographic image, videographic image or oral or recorded statements, and that I will receive no money or remuneration of any kind from Athletic Initiative related to this permission and release or the materials covered by this permission and release.

**Acknowledgment of Understanding:** I have read both (1) the waiver of liability, assumption of risk, and indemnity agreement, and (2) permission to use my image, and fully understand the terms. **I understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

I am an adult, 18 years or older, and I have read and understand this agreement and I freely and knowingly give my consent to Athletic Initiative, Inc as described herein. If I am a minor, I, along with my Parent/Guardian, have read and understand this agreement and through my Parent/Guardian freely and knowingly give my consent to Athletic Initiative, Inc as described herein.

X \_\_\_\_\_  
Signature of Parent/Guardian of Minor      Date

**3. Release Authorization For Emergency Treatment**

I understand that I am required to maintain and carry accident medical insurance coverage for the child listed on this application and I verify that the coverage information attached herewith is accurate and true.

In the case of an emergency, and I cannot be reached. I authorize the staff of AI to obtain whatever medical treatment he/she deems necessary for the welfare of my child listed on this application. I further understand that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance would cover such charges and fees.

X \_\_\_\_\_  
**Signature of Parent/Guardian of Minor** **Date**