



5. Capo Girls Softball Waiver and Release
(Must be completed and signed for each player)

The participant will be playing in a girls softball program. As such, the participant will be subject to catching and hitting balls thrown at a high rate of speed; sliding into bases; possible collision with other participants; possibly being hit by a thrown or hit ball; and other elements common in the sport of softball.

In consideration for being permitted by the Capo Girls Softball League to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I or my child may have, or which may hereafter accrue to me or my child, as a result of participation in said activity. This release is intended to discharge in advance Capo Girls Softball (its officers, volunteers, employees and agents) from any and all liability arising out of our control in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of person or entities mentioned above. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the above persons or entities free and harmless from any loss, liability, damage, cost or expense which they may incur as the result of my death or injury or property damage that I may sustain while participating in said activity.

PARENTAL CONSENT: (To be completed and signed by parent/guardian if applicant is under 18 years of age).

I hereby consent that my daughter, _____, participate in the above activity, and I hereby execute the above Agreement, Waiver and Release on her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost or expense which they may incur as a result of the death or any injury or property damage that said minor may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN CAPO GIRLS SOFTBALL AND MYSELF AND I SIGN IT OF MY FREE WILL.

Parent Signature: _____ **Date:** _____

Guardian Signature: _____ **Date:** _____