



## Player Liability Waiver and Assumption of Risk

K C Metro 50+ Softball League d/b/a

Kansas City Metro Senior Softball League

**IMPORTANT: READ THIS DOCUMENT IN ITS ENTIRETY BEFORE SIGNING BELOW**

I, \_\_\_\_\_, in consideration of my application and admission to participate in the Kansas City Metro Senior Softball League (hereinafter "KCMSSL"), hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as stated below.

1. I WAIVE, RELEASE, AND DISCHARGE THE FOLLOWING ENTITIES OR PERSONS from any and all claims, liability, causes of action, and all other remedies that I have or may have in the future, including any such right arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or other causes of action of any kind that may hereafter accrue to me, resulting in my participation in, traveling to, or any association with an "activity" as defined herein:

- a. KANSAS CITY METRO SENIOR SOFTBALL LEAGUE, its Board of Directors and all other agents, representatives, and contractors of KCMSSL, all its members, volunteers and any others participating in or associated with a KCMSSL activity, and umpires (whether paid or unpaid) of any KCMSSL activity.
- b. ALL CITIES, COUNTIES, AND OTHER GOVERNMENTAL ENTITIES in which KCMSSL activities are performed, their agents and employees, and the sponsors of any such activities, their agents, employees, volunteers, and contractors.
- c. ALL SPONSORS OF KCMSSL, THEIR AGENTS AND EMPLOYEES, as well as the sponsors, agents, and employees of any activity sanctioned, approved, or financially supported by KCMSSL, and/or their directors, officers, employees, volunteers, representatives, and agents.

2. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS, the entities and persons named in paragraphs 1a. through 1c. above from any and all liabilities, claims, damages, and judgments, including attorney fees, arising out of or relating to my participation in a KCMSSL activity, in whatever manner it may have been caused.

3. I ASSUME ALL THE RISKS OF PARTICIPATING IN ANY AND ALL KCMSSL ACTIVITIES. I recognize that I am solely responsible for my decisions to participate in any KCMSSL activity.

4. I CERTIFY that I am physically fit, have sufficiently prepared or trained for participation in any and all activities mentioned herein, and have not been advised to not participate by a qualified medical professional.

5. I CERTIFY that there are no health-related reasons or problems which preclude my participation in this activity.

6. I AM FULLY AWARE that KCMSSL may have no medical insurance coverage for me or any other members, and that I am solely responsible for securing my own insurance.

7. FAMILIARIZATION WITH RULES. I have been advised that the Rules of KCMSSL are available online at <https://kcseniorsoftball.org/>, that it is my responsibility to read and comply with them, and that I may direct any questions about the rules to my manager or conference coordinator. INITIAL: \_\_\_\_\_

8. HEALTH. I am in good health and have no known physical conditions that would prevent me from participating in Kansas City Metro Senior Softball.

9. GOVERNING LAW/CONSTRUCTION. Regardless of where any claim, cause of action, or right may accrue, this document shall be construed in accordance with the laws of the State of Kansas, including the requirement to act in good faith.

10. MEANING OF TERMS.

a. Unless clearly stated to the contrary, all examples and descriptions herein are by way of explanation and not of limitation, and every instance of the word "including" will be deemed to include the term "without limitation" immediately following it.

b. As used herein the term "activity" means and includes any game, practice, tournament, meeting, social gathering, ceremony, or other event that is conducted, authorized, scheduled, organized, sanctioned, or sponsored by, or is in any way related to, KCMSSL.

11. CONTINUING EFFECT. I understand that this Player Liability Waiver and Assumption of Risk will continue in full force and effect at all times in the future that I am a KCMSSL member, even if there have been a period or periods when my membership in KCMSSL has lapsed for any reason.

12. BY SIGNING BELOW, I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted by law and that if any portion of this waiver and release is held to be invalid by a court or other trier of fact, the remainder shall continue in full legal force and effect.

**I HAVE COMPLETELY READ THIS PLAYER LIABILITY WAIVER AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT AND THAT I DO SO FREELY AND VOLUNTARILY. MY SIGNATURE ATTESTS TO THIS ON BEHALF OF ME AND MY EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, HEIRS, NEXT-OF-KIN, SUCCESSORS, AND ASSIGNS.**

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_