

Ontario Round Arm Cricket Association – ORSCA

ORSCA WAIVER AND RELEASE OF LIABILITY FORM - Softball Cricket Tournament, and related events and activities

READ BEFORE SIGNING

I, the undersigned, acknowledges, appreciates, and agrees that:

1. The risk of injury from activities involved in this Softball Cricket Tournament is significant, including the potential for permanent paralysis, serious injury, and death. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, equipment, vehicular traffic, condition of the participants, lack of hydration, and actions of other people including, but not limited to, participants, officials, volunteers, coaches, spectators.
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Releasees or others and assume full responsibility for my participation. These include, by way of example and not limitation, any risk that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them, or because of their possible liability without fault.
3. I am voluntarily participating in the aforementioned activity and I am participating entirely at my own risk.

I, the undersigned, certifies that:

1. I am physically fit and have not been advised to **not** participate by a qualified medical professional; and
2. There are no health-related reasons or problems which precludes my participation in the Softball Cricket Tournament, and related events and activities.

In consideration of the risk of injury while participating in ORSCA Softball Cricket Tournament, and related events and activities, and as consideration for the right to participate in the Softball Cricket Tournament, and related events and activities, I hereby take action for myself, my heirs, executors, administrators, personal representatives, or assigns as follows:

- (A) **I WAIVE, RELEASE, AND DISCHARGE** ORSCA, their affiliates, Executive Board members, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns from any and all liability, including but not limited to, liability arising from negligence or fault of the entities or persons released, for any physical or psychological injury, including but not limited to illness, paralysis, death, disability, property damage, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Softball Cricket Tournament, related events and activities, including traveling to and from an event related to this tournament.

Initials (Participant)

Initials (Witness)

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(B) **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the persons or entities mentioned in this paragraph (enumerated in “A” above) from any and all claims made as a result of participating in the ORSCA Softball Cricket Tournament, related events and activities, whether caused by negligence or otherwise.

This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTANDS ITS TERMS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN ASSUMPTION OF RISK AGREEMENT, AND A CONTRACT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s Name (PRINT)

Participant’s Signature
(If under 18, Parent or Guardian Must sign)

Date of signature

Witness’ Signature

Date of signature

Ontario Roundarm Softball Cricket Association
PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old)

The Undersigned parent and/or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward’s participation in the ORSCA Softball Cricket Tournament, and related events and activities, and has agreed individually and on behalf of the child or ward, to the terms of the waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect on lack of such capacity to act, and release said parties on behalf of the minor and the parents or legal guardian.

Participant’s Name (PRINT)

Participant’s DOB (MM/DD/YYYY)

Parent/Guardian Signature
(Emergency Phone Number:)

Date of signature

Witness’ Signature

Date of signature