



**AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT
(PLEASE READ CAREFULLY BEFORE SIGNING)**

In consideration of being allowed to participate in any way ("Participation"), in the Massachusetts Biotechnology Softball League (the "League"), athletic sports program, and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for property damage, bodily injury, partial and/or total disability, paralysis, death, potential social and economic losses and/or damages, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin HEREBY RELEASE AND HOLD HARMLESS the League, its affiliates, including without limitation League directors, officers, officials, agents, employees, other participants, members, the individuals or individual companies sponsoring each team, the American Softball Association and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE; and,

3. I acknowledge that the condition (or poor condition) of the fields – including the playing surface, field structures (e.g. fences, backstops, benches, etc.), and possible obstacles (e.g. trees, rocks, footpaths, ditches, etc.) – including field conditions related to weather, may directly or indirectly lead to injury. I accept such risks and will not hold the Releasees or others responsible for the condition of the fields and any injury or damage that result from my use of these fields; and,

4. I KNOWINGLY AND **FREELY** ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF** ARISING FROM THE ACTION, INACTION OR **NEGLIGENCE** OF THE RELEASEES or others, and assume full responsibility for my Participation; and,

5. I willingly agree to comply with the stated and customary terms and conditions for Participation. If however, I observe any unusual or significant hazards during my presence or Participation, I will remove myself from Participation and bring such to the attention of the nearest official immediately; and,

6. I further agree that the waiver and release of liability and assumption of risk agreement provided herein is intended to be as broad and inclusive as permitted by the law of the State in which the League is conducting events or activities and that if any portion of this waiver and release of liability and assumption of risk agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT'S SIGNATURE

DATE SIGNED

FIRST & LAST NAME (PRINT LEGIBLY)

E-MAIL ADDRESS (PRINT LEGIBLY)

COMPANY OF PARTICIPANT (PRINT LEGIBLY)

TEAM NAME (IF DIFFERENT FROM COMPANY)