



# Milton Coed Slo-pitch League

## Release, Waiver of Claim, Indemnity, and Assumption of Risk

- 1) I am aware that participating in, spectating at and/or merely attending Milton Coed Slo-Pitch Games throughout the season can be a dangerous activity involving many risks of injury. I understand the dangers and risks of participating in Slo-Pitch baseball including, but not limited to: death, serious neck and spinal injuries which may result in complete and partial paralysis, brain damage, serious injury to virtually all bones, joints, ligaments, muscles, tendons, and other aspects of my body, general health, and well being. I understand that some of these dangers and risks are inherent in the nature of the activity taking place, some arise through the negligence on the part of the persons involved in preparing, organizing, staging and participating in, spectating at, and/or merely attending league games may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities, and generally enjoy life.
- 2) I acknowledge and agree that I am freely and voluntarily assuming any and all dangers, risks and hazards arising through my participation in, spectating at, and/or merely attending any Milton Coed Slo-pitch game or Playoff game and further acknowledgment that I am entirely at my own risk.
- 3) The Town of Milton, League Executive, including but not limited to Melanie Wallhouse, Michelle Barclay, Derek Wallhouse, Shelley Speck, Jason Catto, Jen Hayward, Joe Beaudry, Candace Saliba and David Ruthven, League Reps, and each of them and their respective insurers, successors, assigns, administrators, heirs, and executors ( the "Releases") are not responsible for and I hereby release them from any loss, damage, personal injury, or death to the Undersigned arising from the Undersigned participating in, spectating at, and/or merely attending the season games or playoffs for any reason whatsoever, including without limitation, negligence on the part of the Releases for and of them.
- 4) I acknowledge the risks associated with Milton Coed Slo-Pitch season games or playoffs maybe increased if or when a participant is impaired and I hereby agree not to participate if I am impaired in any way. I hereby covenant, acknowledge and agree that I will strictly comply with all the rules and regulations in force or promulgated with respect to, without limitation, the Milton Coed Slo Pitch League, the By-Laws of the Town of Milton, or other.
- 5) I hereby remise, release, discharge, waive, indemnify and save harmless the Releases and each of them from any and all liability, costs (including, without limitation, legal costs), claims, demands, damages, actions and causes of action at law and/or equity arising as a result of any loss, damage, personal injury or death suffered by the Undersigned and/or any third party as a result directly or indirectly, of the Undersigned participating in, spectating at, and/or merely attending Milton Coed Slo-Pitch Games or Playoffs and for any reason whatsoever, including without limitation, negligence or partial negligence on the part of the Releases or any of them.
- 6) Understand that by signing this document I will be forever precluded from suing or claiming against the Releases or any of them for any loss, damage, personal injury, or death that I may sustain through my participation in the Milton Coed Slo-Pitch season games or Playoffs.
- 7) The foregoing, release, waiver, indemnity, and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
- 8) Children under the age of 18 years must be listed below and this form must be signed by a parent or guardian and be binding upon them and such parent or guardian.

I HAVE READ AND UNDERSTAND THE ABOVE RELEASE AND AGREE TO ITS TERMS

**WARNING: BY SIGNING THIS DOCUMENT YOU GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. READ IT CAREFULLY.**

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

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_ Shirt Size: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<http://www.miltoncoedspl.ca>