

Player Waiver, Release of Liability and Indemnification Agreement

1. I, the undersigned player, acknowledge, agree and understand that:
 - A. Voluntarily and of my own free will, I elect to participate as a member of the Pebblecreek Senior Softball Association (PCSSA).
 - B. I understand that there are certain risks and hazards involved in participating in softball that may result in injury or death to me or other players including, but not limited to those hazards associated with weather conditions, playing conditions, equipment, and other participants.
 - C. I understand that sliding into any base is dangerous to me and to other players and may result in serious injury or death.
 - D. I understand that the very nature of the game of softball is hazardous and risky, including, but not limited to, the acts of pitching, throwing, fielding and catching of the ball, the swinging of the bat, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players.
2. Further, I agree that in consideration for the right to play as a member of the PCSSA and in consideration for permission to play on the fields arranged for by the PCSSA:
 - A. I voluntarily elect to accept and assume all risks of injury or illness incurred or suffered by me (a) while practicing or playing as a member of a PCSSA team, (b) while serving in a non-playing capacity as a team member during practice or play by other teams or by other players on my team, and (c) while on or upon the premises of any and all of the fields arranged for by my team or league for practice or play.
 - B. I release, discharge and agree not to sue the team and league (PCSSA), the field owner or other entity associated with the PCSSA, the Senior Softball USA (SSUSA), or their owners, officers, agents, servants, associations, employees, or any person or entity connected with the team, league, field or SSUSA for any claim, damages, costs or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.
 - C. I understand that the Pebble Creek Homeowners Association in making available facilities to the Pebble Creek Senior Softball Association (PCSSA), does not investigate or evaluate, or have the expertise to evaluate, the activities of the PCSSA, in particular, the safety of any activities that involve physical exertion such as sports, or exercise. I waive any obligation on the part of the Association to make such investigations and evaluations. I acknowledge that my participation in the activities of the PCSSA is done at my own risk and that I am responsible to evaluate the suitability of those activities for me.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

My agreement to this waiver is designated by my checking the relevant box on the PCSSA League Registration form.

