



Clinton City Recreation Adult Co-ed/Men's Softball & Kickball Roster/Waiver

1651 W. 2300 N. * Clinton, UT 84015 * 801-614-0780

Team Name _____ Manager's Name _____ Cell Phone _____

Address _____ City _____ State ____ Zip _____ E-mail _____

League: _____ Night: _____

EACH PLAYER/GUARDIAN MUST READ AND SIGN THE WAIVER/ROSTER/CODE OF CONDUCT

	Player's Name (Please Print)	Email Address	Phone	Birthdate	Player's/Guardian's Signature
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Manager's Signature Verifying Accuracy of Roster: _____

Date: _____

PLAYER/GUARDIAN WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the undersigned player/guardian, acknowledge, agree and understand that: 1. Voluntarily and of my own free will, I/my child elect to participate as a member of the league indicated above. 2. I understand that there are certain risks and hazards involved in participating in pickleball that may result in injury, permanent paralysis or death to myself/my child or other players and while particular rules, equipment and personal discipline may reduce this risk, the risk does exist. 3. I hereby for myself/my child, my heirs, executors and administrators waive and release, indemnify, hold harmless, discharge any and all claims towards Clinton City Corporation, the Clinton City Recreation and Parks Departments, their agents, employees, contracted officials, other participants, sponsoring agencies, sponsors, advertisers, or anyone acting in consort with them from any and all harm, claims, accidents, personal injury, property damage or death suffered by the undersigned individual and/or arising out of, or in any way connected with participation in the above activity including all travel in connection with the said activity. 4. This release is intended to discharge Clinton City Corporation; its officers, employees or agents from liability, even though that liability may arise out of negligence on the part of the persons or entities mentioned above. 5. It is understood that recreation activities involve an element of risk or danger, and knowing those risks, I hereby assume those risks. 6. It is understood and agreed that this waiver, release and indemnification is to be binding on myself/my child, my heirs and assigns. 7. I, hereby consent that in case of an emergency; authorize the Clinton City Recreation staff to act on my behalf in accordance with their best judgments. I assume full responsibility of all medical expenses that may arise. 8. By signing this document, I acknowledge that I have read its contents, disclosures and code of conduct and that I understand them, and that I agree to the terms hereof.

CLINTON RECREATION ADULT SPORTS PARTICIPATION WAIVER, AGREEMENT WAIVER, AND RELEASE

In consideration for my/my child being permitted by the Clinton City Recreation Department to participate in an athletic league, I do hereby for myself/my child, my heirs, executors, administrators, successors, and assigns, waive, release, acquit and forever discharge Clinton City Corporation, its employees, contracted game officials, all entities that provide athletic facilities for any sport program or other persons who services are contracted for in connection with the Clinton City Recreation programs from any and every claim, demand, right, or cause of action, property damage, personal injury, death, costs, expenses of any kind, and any compensation whatsoever, which I may ever assert by reason of my presence and/or participation in said program. I understand that the pickleball program may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents or death occasionally occur during the above sports activity; and that personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity and I hereby agree to assume for all risks of injury or death and to release or hold harmless Clinton City Corporation (its officers, employees, and agents) who might otherwise be liable to me. I further agree to indemnify and to hold Clinton City Corporation (its officers, employees, and agents) and all participating entities (and their officers, employees, and agents) that provide facilities for the pickleball program, free and harmless from any loss, liability, damage, cost, or expense which I may sustain while I am participating in the pickleball program. I understand that I am responsible for my/my child's own health, accident or death insurance in the case that I/my child am injured participating in the pickleball program. I also understand that I must read and sign the participant Waiver/Release/Indemnification Agreement, Code Of Conduct and Roster before I/my child may participate in the program.

PHOTO USE RELEASE FORM

I hereby grant and authorize Clinton City the right to take, edit, alter, copy, exhibit, publish, distribute, and make use of any and all pictures or video taken of myself, my child or children, and/or any individuals that I invite to the program/event to be used in and/or for legally promotional materials including, but not limited to, newsletters, flyers, posters, brochures, advertisements, fundraising letters, annual reports, press kits and submissions to journalists, websites, social networking sites and other print and digital communications, without payment or any other consideration. This authorization extends to all languages, media, formats, and markets now known or hereafter devised. This authorization shall continue indefinitely, unless Clinton City otherwise revokes said authorization in writing. I understand that these materials shall become property of Clinton City and will not be returned.

I hereby hold harmless, and release Clinton City and its employees, assistants, representatives, volunteers, officials, and any other Clinton City representative from all liability, petitions, and causes of action which I, the participant, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate or on behalf of the participant. I hereby hold harmless, and release Clinton City and its employees, assistants, representatives, volunteers, officials, and any other Clinton City representative from all liability, petitions, and causes of action which I, the participant, my heirs, representative, executors, administrators, or any other persons may make while acting on my behalf or on behalf of my estate or on behalf of the participant.

CODE OF CONDUCT

The Code of Conduct applies to all players, team managers, fans or spectators. This code applies to players as individuals or as a team and the penalties can be applied to any individual or an entire team. The team is responsible for the conduct of its individual players, fans and spectators. This code becomes effective as soon as the individuals arrive at the facility of play and remains in effect until the individuals leave the facility. The term "official" includes: umpires, site supervisors, league coordinator and city staff. The Code of Conduct is as follows: 1. No individual shall at any time lay a hand upon, push, shove, strike, or attempt to strike a player, official, scorekeeper, supervisor or spectator. 2. No individual shall be guilty of objectionable demonstration of Unsportsmanlike conduct. This includes being guilty of objectionable demonstrations of dissent by throwing equipment or any other forceful action. 3. No individual shall discuss with an official, in any manner, the decision reached by such official except the team manager. 4. No individual shall be guilty of endangering the safety of another individual this includes using unnecessary rough tactics on or off the field of play. 5. No individual shall be guilty of a physical attack as an aggressor upon any individual. Officials are required to immediately suspend the player from further play and report the incident to the Recreation Department. Such player shall remain suspended until the incident has been reviewed by the Recreation Department. 6. No individual shall be guilty of an abusive verbal attack upon any official or individual. 7. No individual shall use profane, obscene or vulgar language at any time on or off the playing field. This includes "trash talk". 8. No individual shall bring alcoholic beverages or smoke on City property. 9. No individual shall appear on the field of play or at the facility in an intoxicated condition or under the influence of any type of drug which will infringe upon their safety or the safety of others. 10. No individual shall play for a team without signing the Waiver/Release of Liability/Indemnification Agreement, Code of Conduct, Roster.

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Clinton (City) has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you/your children, or any other person, will not become infected with COVID-19. Further, attending City sponsored activities could increase your risk and your child or children's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child or children and I may be exposed to or infected by COVID-19 by attending City activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at City activities may result from the actions, omissions, or negligence of myself and others, including but not limited to City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or children or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my child or children may experience or incur in connection with myself or my child or children's attendance at City activities or programming. I voluntarily agree to follow the guidelines issued by the CDC and the City to help stop the spread of COVID-19. On my behalf and on behalf of my child or children, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

