

## Waiver of Liability and Release – Yankton Fury Softball Tryout

| Participant Information |            |       |     |         |             |
|-------------------------|------------|-------|-----|---------|-------------|
| Last Name               | First Name | MI    | DOB | Email   |             |
| Street Address          | City       | State | Zip | Phone # | Emergency # |

I hereby acknowledge and agree that participation in the Yankton Girls Softball Association (YGSA) tryouts has inherent risks.

1. I acknowledge and fully understand that the above listed participant, will be engaging in activities that may involve risk of serious injury which result not only from my own actions, or negligence, but from the actions, inactions, or negligence of others or the conditions of the premises or of any equipment used. Further, that there may be other risks not known or not reasonably foreseeable at this time.
2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participating in this activity is purely voluntary and I elect, in spite of the risks, to participate. I assume all the foregoing risks and accept personal responsibility for the damages following injury.
3. I hereby voluntarily release, waive, forever discharge and agree to indemnify and hold harmless YGSA an each of their respective commissioners, directors, agents and other employees.
4. I hereby certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in these activities or alternatively I agree to bear the costs of such injury or damage myself.
5. I acknowledge and certify that I am at least 18 years old, or the parent or legal guardian of the participant under 18. I hereby provide YGSA permission to administer basic First Aid and I authorize YGSA or its agents or employees t contact 911or other emergency personnel as needed.
6. Severability: The undersigned further expressly agrees that the forgoing waiver and assumption of risks agreement is intended to be as broad an inclusive as permitted by the law of the State of South Dakota and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing this document, I acknowledge that I have had sufficient opportunity to read the entire document. I have read and understand it, and I agree to be bound by its terms.

Participant Signature or Parent/Guardian, if participant is under the age of 18

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Print Name of Signatory\_\_\_\_\_