

## **WAIVER/HOLD HARMLESS PLAYER\* AGREEMENT**

### **MENIFEE VALLEY UPPER DIVISIONS SENIOR SOFTBALL (MVUDSS)**

#### **1. Waiver and Release of Liability (injury to myself or to my personal property)**

In consideration of acceptance of this entry I, for myself, my heirs, successors, and assigns, waive any and all claims and hold harmless Menifee Valley Upper Division Senior Softball (“MVUDSS”), its Board of Directors, and its managers and players acting in official or unofficial capacity on behalf of “MVUDSS” from and against any and all loss liability, charges and expenses (including attorney’s fees) and causes of action of whatsoever character which may arise by travel to and from, and participation in “MVUDSS” games/tournaments, including special tournament/activities or events, related to paragraph 3. below.

By signing below I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted by law and that if any portion of this waiver and release is held to be invalid by a court or other trier of fact, the remainder shall continue in full legal force and effect.

#### **2. Hold harmless (injury to others or to other property)**

I will indemnify and hold harmless “MVUDSS”, its Board of Directors, and its managers, players, umpires and others acting in official or unofficial capacity on behalf of “MVUDSS” from any loss or liability (illness, or death) which results, or is alleged to have resulted from, my participation in “MVUDSS” games/tournaments, including special tournaments, activities or events, related to paragraph 3. below.

#### **3. Assumption of Risk**

I am fully aware of the inherent risks and hazards in connection with my participation in any “MVUDSS” games, tournaments, including special tournaments, activities or events, including illness, and death. I understand this risk includes the exposure to, or contraction of, communicable diseases, including, but not limited to, COVID-19. I VOLUNTARILY ASSUME THE RISK OF ANY ILLNESS, REGARDLESS OF THE SEVERITY, AND INCLUDING DEATH that I may incur to myself, and all risk to my person, which may occur as a result of my participation. I recognize that I am solely responsible for my decision to participate in any “MVUDSS” game, tournament, including special tournaments and event.

#### **4. Duration**

All provisions of this “AGREEMENT” survive, into perpetuity, the PLAYER's temporary or permanent termination/separation from “MVUDSS”.

\*PLAYER refers to: player; manager, including non-playing manager; coaches, including non-playing coaches”; umpire; and any individual participating in an official or un-official capacity during any “MVUDSS” games, tournaments, including special tournaments, activities or events.

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**MENIFEE VALLEY UPPER DIVISIONS SENIOR SOFTBALL (MVUDSS)**

PRINT NAME

SIGNATURE

DATE

1.	_____	_____	_____
2.	_____	_____	_____
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