

\_\_\_\_\_

Team Name

\_\_\_\_\_

Player Name

Male / Female  
(circle)

\_\_\_\_\_

Nicknames

### 2011 Team Captain Release

#### **WAIVER AND RELEASE FROM LIABILITY**

I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Kaw Valley Kickball League ("KVKL"), and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, KVKL provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities in which I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise.

I acknowledge, agree, and represent that I understand the nature of KVKL activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

As a team captain, I will not allow any person to participate in KVKL activities if they have not signed a KVKL 2011 Player Release ("Unqualified Team Member"). Furthermore, I hereby assume full responsibility for and indemnify KVKL from any claims or liability, including attorney's fees, associated with an Unqualified Team Member being injured while participating in a KVKL activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with KVKL, including but not limited to practicing and/or engaging and competing in any competitions or other activities and using the premises and facilities and equipment in any manner, form or fashion.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of KVKL, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver.

signed: \_\_\_\_\_

date: \_\_\_\_/\_\_\_\_/\_\_\_\_

print: \_\_\_\_\_