

WAIVER, RELEASE OF LIABILITY AND INDEMINIFICATION AGREEMENT

I, _____ (participant's name) the undersigned, acknowledge, agree and understand that:

1. I elect to participate as a player and/or volunteer for the Softball for Sutek Tournament (the "Tournament") benefiting the Gregory W. Sutek Memorial Scholarship voluntarily and of my own free will, and with acknowledgement of my own physical limitations.
2. I understand that there are certain risks and hazards in participating in or volunteering for a softball tournament 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.
3. I understand that the game of softball is potentially hazardous and could cause serious injury through the acts of pitching, throwing, sliding into base, fielding and catching of the ball, swinging of a bat, running, jumping, stretching, sliding, driving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and other players.
4. I understand that when gathering with other people I run the risk of exposure to a multitude of communicable diseases including but not limited to COVID-19.

Further, I, the undersigned, agree that in consideration for the right to participate, play, or volunteer in the Tournament and to utilize Elizabeth Forward Youth Association's facilities:

1. I voluntarily accept and assume all risks of communicable disease and/or injury incurred or suffered by me while practicing or playing for the Tournament, 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 while on or upon the premises of any and all of the fields arranged for or by my team or the Tournament for practice or play.
2. I release, discharge, and agree not to sue the Tournament or the Gregory W. Sutek Memorial Scholarship, its owners, officers, agents, servants, associations, employees, volunteers, or any person or entity connected with the Tournament, for any claim, damages, costs or cause of action which I have or may in the future have as a result of communicable disease, injuries, or damages sustained or incurred by me from whatever cause, including, but not limited to negligence and I indemnify the Tournament and the Gregory W. Sutek Scholarship, its owners, officers, agents, servants, associations, employees, volunteers, or any person or entity connected with the Tournament, for any claim or suit for any loss or damage allegedly resulting from my activity in and connection with the Tournament.
3. I indemnify Elizabeth Forward Youth Association (EFYA), its officers, agents, attorneys and representatives in connection with any claim or suit for any loss or damage allegedly resulting

from the use of the township facilities the Tournament is permitted to use, and for such other costs, liabilities and expenses incurred by the EFYA, its commissioners, officers, agents, attorneys and representatives, allegedly or otherwise, in connection with or as a result of the activity of the Tournament, its owners, officers, agents, servants, associations, employees, volunteers, or any person or entity connected with the Tournament, in connection with the use of the EFYA facilities the Tournament is permitted to use.

4. I indemnify Elizabeth Township, its commissioners, officers, agents, attorneys and representatives in connection with any claim or suit for any loss or damage allegedly resulting from the use of the township facilities the Tournament is permitted to use, and for such other costs, liabilities and expenses incurred by the Township, its commissioners, officers, agents, attorneys and representatives, allegedly or otherwise, in connection with or as a result of the activity of the Tournament, its owners, officers, agents, servants, associations, employees, volunteers, or any person or entity connected with the Tournament, in connection with the use of the township facilities the Tournament is permitted to use.

Participant's signature

Date

Printed Name

Parent/Guardian signature
(if participant is under 18 years of age)

Date

Parent/guardian printed name
(if applicable)

Both pages must be turned in.

[The Remainder of this Document Intentionally Left Blank]