RELEASE OF LIABILITY FOR MINOR PARTICIPANTS — READ BEFORE SIGNING

IN CONSIDERATION OF ________________________________, my minor child/ward ("my child"), being allowed to participate in any way in the DLS Softball program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. I do hereby agree to abide by all the rules and regulations set forth by the Fitzgerald-Ben Hill Department of Leisure Services.

2. The risk of injury to my child from activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

3. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my child’s participation; and,

4. I willingly agree to comply with the program’s stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child’s readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,

5. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE THE other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, disability, death, or loss or damage to person or property incident to my child’s involvement or participation in these programs, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

6. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above releases from any and all liabilities incident to my involvement or participation these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

7. I also grant permission to supervising personnel or other department representatives to authorize and obtain medical care from any licensed physician, hospital or medical clinic should the said person become ill or injured while participating in recreation activities away from home, or at other times when neither parent is available to grant authorization for emergency treatment.

8. REFUND POLICY: Refunds or Credits will be approved by the Athletic Coordinator or Director. Refunds may only be issued prior to team formation. The refund form must be completed at the DLS Office, with a copy of the original receipt at the time the refund is requested. Please allow up to 30 days for the refund to be processed. Parent/Guardian Initial__________________________

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X ________________________________ (Parent/Guardian Signature)  (Print Name) Date Signed: ____________________