

First Responders Cup Tournament Waiver and Permission Form

(Adult)
18 years of age or older

Participant Information

First Name: _____ **M.I.** _____ **Last Name:** _____

DOB: _____ **Gender:** _____ **Emergency Phone Number:** _____ **Team Name:** _____
(MM/DD/YYYY)

Role: (Circle One) Athlete Team Staff Coach

Event

Name of Event: First Responders Cup Softball Tournament **Event Dates:** September 11-12, 2021

Activity(ies): Fast Pitch Softball, together with any other activities conducted at, or in conjunction with the Event

TERMS AND CONDITIONS OF PARTICIPATION - PLEASE READ BEFORE SIGNING

In consideration of my being permitted to participate in the Event and activities referenced above (collectively, the "Event/Activity"), wherever the Event/Activity may occur, I hereby attest that, after reading this Sports Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event/ Activity is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Event/Activity, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including but not limited to other individuals in attendance at the Event/Activity and the Released Parties) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event/Activity. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event/Activity. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby release, covenant not to sue, and forever discharge the Released Parties (as defined below) of and from all liabilities, claims, actions, damages, costs or expenses of any nature ("Claims") arising out of or in any way connected with my participation in the Event/Activity, and further agree to indemnify and hold each of the Released Parties harmless from and against any and all such Claims including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand that this release and indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury(including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after such participation. For the purposes hereof, the "Released Parties" are the First Responders Cup Organization its Board of Directors and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of the First Responders Cup Organization and Arlington County Virginia its Board Members and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of Arlington County Virginia.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event/Activity, have the skill level required in conjunction with the Event/Activity, and have not been advised otherwise. I agree that before I participate in the Event/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I will immediately advise the Event manager of any unsafe condition that I observe, and will refuse to participate in the Event/ Activity until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph and/or videotape me and further to display, use and/or otherwise exploit my name, face, likeness, voice, and appearance forever and throughout the world, in all media, whether now known or hereafter devised, throughout the universe in perpetuity (including, without limitation, in online webcasts, on television, in motion pictures, films, newspapers, and magazines) and in all forms including, without limitation, digitized images, whether for advertising, publicity, or promotional purposes, including, without limitation, publication of Event/Activity results and standings, without compensation, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form shall be governed by the laws of the State of Virginia and any legal action relating to or arising out of this Waiver and Permission Form shall be commenced exclusively in the Circuit Court in and for Arlington County, Virginia (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), **AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

_____ **Date**

_____ **Print Name of Participant (if 18 and over)**

_____ **Signature of Participant (if 18 and over)**

ADDENDUM

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the 1st Responders Cup Softball Tournament and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the First Responders Cup Organization its Board of Directors and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of the First Responders Cup Organization and Arlington County Virginia its Board Members and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of Arlington County Virginia ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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

Date

Signature of Participant

Printed Name of Participant