



2023 Season Player Waiver

READ THIS WAIVER IN ITS ENTIRETY BEFORE SIGNING BELOW

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 the Pikes Peak Region Senior Softball Association (PPRSSA) and the City of Colorado Springs, their agents or employees 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 participation in PPRSSA leagues and activities.

I release the City of Colorado Springs and the Parks, Recreation and Cultural Services Department and project sponsors, their employees, agents, leaders, instructors, contractors and volunteers from any liability for loss or injury to my person or property which might occur due to negligence or other acts or omissions. This release applies to any losses or injuries which may occur as a result of, or during my participation in PPRSSA programming.

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 PPRSSA from any loss or liability (bodily injuries, illness, or death, and/or for damage to property, including the loss of use thereof) which results or is alleged to have resulted from my participation.

3. Player responsibility for procuring Health Insurance

I am fully aware that PPRSSA carries no medical insurance for any participants and that I am solely responsible for securing my own insurance.

4. Assumption of Risk

I am fully aware of the inherent risks and hazards in connection with my participation in any PPRSSA game or practice, including injury, illness, disability, 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 INJURIES OR ILLNESS, REGARDLESS OF THE SEVERITY, AND INCLUDING DEATH that I may incur to myself and all risk of damage to or loss of property which may occur as a result of my participation. I understand that this assumption of risk includes, without limitation, risks associated with (1) maintenance of condition of the playing field, (2) the condition of accessories thereto (backstops, fences, irrigation facilities, bases, mounds, bat racks, bleachers, and dugouts), and (3) equipment supplied by PPRSSA, or the Parks and Recreation Department of the City of Colorado Springs. I recognize that I am solely responsible for my decisions to participate in any PPRSSA game or practice.

