



LIABILITY WAIVER – RELEASE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT PARTICIPANT (ATHLETE, COACH, VOLUNTEER, ETC.) AGREEMENT

In consideration of participating in a Southwest Showcases event, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence, Southwest Showcases and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as “Releasees”), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (hereinafter collectively referred to as “Participants”, and also agree as follows:

1. I acknowledge that fastpitch softball involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include but are not limited to broken bones and concussions, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.
3. I agree that if Participants are exhibiting any symptoms of COVID-19 as outlined by the CDC, have been in close contact with someone who is COVID-19 positive within the last 14 days, or are awaiting test results of a COVID-19 test, that Participants will not attend or participate in any Southwest Showcases event until they have met the State and Federal quarantine requirements while exhibiting zero symptoms and/or been medically cleared via a negative COVID-19 test. I understand that failure to follow these guidelines may result in the cancellation of games and/or the remainder of the event and I hereby agree to indemnify and hold harmless Southwest Showcases from any and all claims, demands, or causes of actions arising from such negligence.
4. I expressly accept and assume all the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all the risks that may be created, directly or indirectly, by and such condition.
7. I agree to follow any additional safety regulations enacted by the Releasees including those enacted after the signing of this waiver.
8. I hereby grant permission to the Releasees to capture and use photographs, videos, audio recordings, and like of the Participants for the purpose of promoting Southwest Showcases and its events, teams, and mission.
9. I hereby authorize the treatment, by a licensed medical professional, of the Participants in the event of a medical emergency, which, in the opinion of said professional, may endanger a Participants’ life, cause physical impairment, disfigurement, or undue discomfort if delayed. This includes ambulatory services.
10. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.



Liability Waiver

I have read and understand the terms on page 1 of this document, and I agree to be bound by them. I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of the minor or are in any way connected with such participation by the minor.

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All coaches and players must complete this form. Please use additional pages if more room is needed.