

# NORTH METRO MIRACLE LEAGUE INC. PLAYER ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

**Player's Name:** \_\_\_\_\_

This Agreement is to be signed by the parent or legal guardian of the above-named person (the "Player"), or by the Player himself if Player is at least 18 years old and is legally competent to sign on their own behalf. Any person signing this Agreement represents that he or she is authorized to sign on behalf of the Player or as the Player himself.

In consideration for North Metro Miracle League Inc. ("Miracle League") providing the opportunity for the above-named person (the "Player") to participate in Miracle League baseball, bowling, swimming or other athletic activities, to ride in the Miracle League's miniature dune-buggy, and/or to participate in Miracle League Awareness campaigns, fund raising events, and other social activities (collectively, "League Activities"), the undersigned hereby represent and promise the following:

**Assumption of Risk:** I/We acknowledge, understand and recognize that **there are inherent risks involved with League Activities.** These risks may involve serious physical injury including catastrophic bodily injury or even death. I/We assume all risks and hazards incidental to the Player's participation in League Activities.

**Provision of Medical Care:** I/We consent for the Player to receive first-aid and/or emergency care by a qualified Emergency Medical Technician or physician or other person qualified to render medical assistance in the event the Player suffers an injury during League Activities.

I/We agree to provide to the Miracle League sufficient information regarding the Player's health status and physical, cognitive and emotional challenges to enable Miracle League to take reasonable precautions regarding Player's involvement in League Activities and so emergency medical care can be provided to the Player during League Activities if necessary. I/We agree to be present at all League Activities so that the Player's specific needs can be met. I/We agree to have on hand any and all medication (prescription and nonprescription) necessary for the Player to participate safely in League Activities and that I/We (and not Miracle League Personnel) shall be solely responsible for dispensing any such medication to the Player.

**Disclaimer and Waiver of Liability:** I/We understand that Miracle League disclaims any liability for the negligence of its officers, directors, employees, agents, volunteers, and/or independent contractors (collectively "Miracle League Personnel") in planning or carrying out League Activities and/or in administering Miracle League affairs, including the screening and use of Miracle League Personnel. Accordingly, I/We agree to disclaim and waive all liability of, and to indemnify and hold harmless, Miracle League and Miracle League Personnel, from any and all liabilities, claims, or lawsuits for personal injury, death, property damage, or any other type of claim or damage (including but not limited to attorney's fees or litigation expenses) resulting from the Player's participation in League Activities, regardless of whether said injury, death, or

damage resulted in whole or part from Miracle League's negligence or the negligence of Miracle League Personnel.

**Promise Not to Sue:** I/We promise not to file or join any lawsuit against Miracle League or any Miracle League Personnel arising from the Player's participation in League Activities alleged negligence in planning or carrying out League Activities and/or in administering Miracle League affairs, including the screening and use of Miracle League Personnel. I/We understand that by making this promise I/We are giving up my/our right to file any claim or lawsuit against Miracle League or Miracle League Personnel for personal injury, death, property damage, or any type of claim or damage (including but not limited to attorney's fees or litigation expenses), including claims or lawsuits arising from Miracle League's negligence or the negligence of Miracle League Personnel.

**Media/Promotional Coverage:** I/We understand that there will be media and promotional coverage of League Activities, and I/We give our consent to publish my/our child player's name and picture for such purposes.

**Scope of this Release Form:** I/We expressly agree that this Release Form is intended to be as broad and inclusive as permitted by the laws of the State of Georgia, and that if any portion of this form is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**I/WE HAVE READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
Parent /Guardian Name(s) (Print)

\_\_\_\_\_  
Parent /Guardian Name(s) (Print)

X\_\_\_\_\_  
Parent /Guardian Signature(s)

X\_\_\_\_\_  
Parent /Guardian Signature(s)

\_\_\_\_\_  
Date Signed

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Date Signed

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E-Mail Address

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E-Mail Address