

# DENVER JEWISH SOFTBALL LEAGUE WAIVER AND RELEASE OF LIABILITY

## READ BEFORE SIGNING

In consideration of being allowed to participate in any way in Denver Jewish Softball League (DJSL) games, practices, activities, and related events, I, the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities described above is significant, including the potential for temporary or permanent paralysis, disability, or death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious or fatal injury, or property damage, does exist;
2. I KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES named herein, or others, and assume full responsibility for my participation;
3. I affirm I am healthy enough to participate in the DJSL, and agree to comply with any stated or customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of other participants immediately;
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin,
  - (a) HEREBY RELEASE AND HOLD HARMLESS the Denver Jewish Software League and \_\_\_\_\_ **[Insert Name of Synagogue/Organization]**, their respective officers/managers, officials, team captains, agents and/or employees, and other participants (all the preceding are referred to herein as "RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and similarly waive any related claims for loss or damage, all to the fullest extent permitted by Colorado law; and
  - (b) Covenant with the RELEASEES not to initiate any legal proceedings in any court of law or equity to recover damages for any injuries (either personal or property) I should receive while participating in any activity described above;
5. I agree to indemnify, defend and hold harmless the RELEASEES for any and all suits, legal or administrative proceedings, claims, demands, liabilities, interest, attorney's fees, cost and expenses of whatsoever kind of nature, arising out of or related to my participation; and
6. Should any provision herein be deemed unenforceable by a court of competent jurisdiction, such provision shall be severed/modified as necessary to render this agreement enforceable.
7. Minimum age for participation in DJSL is 16 years old, achieved by May 1, 2016

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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. \*PARENT/GUARDIAN MUST SIGN FORM ON BEHALF OF MINOR CHILD PARTICIPANT.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Participant's Name/Printed

\_\_\_\_\_  
Participant's Signature (ONLY IF 18 or older)

\_\_\_\_\_  
\* Parent / Guardian Name/Printed  
(if participant under 18 as of signature date)

\_\_\_\_\_  
\* Parent / Guardian Signature  
(if participant under 18 as of signature date)