

**ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
FOR
KIMBERLY YOUTH ASSOCIATION, INC.**

This Assumption of Risk, Waiver of Liability, and Indemnity Agreement for Kimberly Youth Association, Inc. is made and entered into this _____ day of _____, 20____, by _____, on behalf of my minor child _____(hereinafter referred to as "Participant") being allowed to participate in certain baseball, softball, or t-ball tryouts, practices, games and related events sponsored by Kimberly Youth Association, Inc., an Idaho non-profit corporation (for purposes hereinafter the term baseball shall include softball and t-ball as circumstances permit).

1. **Acknowledgement and assumption of the risk.** Participant understands, appreciates and acknowledges that baseball is an inherently dangerous activity, which is accompanied by a substantial risk of physical or emotional injury, death, paralysis, loss, or damage to self, property, and third parties which might result not only from Participant's own actions, inactions, or negligence, but from the actions, inactions, or negligence of others, the conditions of the grounds or terrain where practices or games are held, or of the equipment used. The risks include, but are not limited to being hit by a pitched ball, having the ball hit back at the pitcher, fielding the ball, swinging the bat, running, jumping, stretching, sliding, diving, collisions with other players volunteers and stationary objects, inclement weather such as thunder, lightning, rain, snow, wind, hot or cold temperatures; other risks inherent to the nature of the activity; acts of other participants, Participant's own physical condition, acts or omissions; the conditions of the grounds or terrain where baseball games or practices are held; and the unavailability of immediate emergency medical care.

PARTICIPANT HEREBY EXPRESSLY AGREES AND PROMISES TO ACCEPT AND ASSUME ALL THE RISKS ASSOCIATED WITH PARTICIPANT PARTICIPATING IN KIMBERLY YOUTH ASSOCIATION, INC. SPONSORED EVENTS including, without limitation, those set forth hereinabove, even if the risks arise out of the negligence or fault of Kimberly Youth Association, Inc. or its directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors , organizers, advertisers, or agents. Participant's participation in Kimberly Youth Association, Inc. sponsored events is purely voluntary, and Participant elects to participate in spite of the risks involved therein. Participant hereby assumes full and complete responsibility for any injury or accident which may occur from his or her participation in Kimberly Youth Association, Inc. sponsored events.

2. **Representation as to Physical Health.** Participant hereby represents and warrants to Kimberly Youth Association, Inc., that he or she is in proper physical condition to participate in baseball practices and games and has no illness, disease or existing injury or physical defect that would be aggravated by his or her participation. Participant shall inform his or her coach if this status changes. Participant hereby agrees and acknowledges that he or she shall be responsible for any and all medical expenses arising from participation in practices and games and while travelling to and from these events. Participant has the right and responsibility to inspect the equipment and facilities prior to events and, if Participant believes that anything may be unsafe, Participant shall advise the coach or supervisor of the condition and may refuse to participate.

3. **Release and Waiver of Liability.** Participant hereby knowingly and voluntarily releases, forever discharges, and agrees to defend with counsel of Kimberly Youth Association, Inc.'s choosing, and to indemnify and hold harmless Kimberly Youth Association, Inc. and its directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors, organizers, advertisers, agents, servants, representatives, and persons or entities associated directly or indirectly with Kimberly Youth Association, Inc. (the "Releasees") from any and all claims, causes of action, injuries, damages, lawsuits, liens, judgments, losses and expenses, including, without limitation, attorneys' fees and costs of litigation, which are in any way connected with or incidental to, or which in any way arise from or relate, directly or indirectly, to Participant's participation in Kimberly Youth Association, Inc. sponsored events, wherever or however the

same may occur, and whether or not said claims arise from the alleged negligence, negligence per se, gross negligence, intentional recklessness, or willful act or omission of Releasees, Participant further agrees that Releasees shall not be responsible for any loss or theft of Participant's personal property.

4. **Liability to Third Parties.** Participant hereby agrees that he or she will indemnify and hold harmless the Releasees for all personal injuries, property damages, or other damages to any and all third parties, including but not limited to other participants in Kimberly Youth Association, Inc. sponsored events, which in any way arise from or relate, directly or indirectly, to Participant's participation in Kimberly Youth Association, Inc. sponsored events, wherever or however the same may occur, and whether or not said claims arise from the alleged negligence, negligence per se, gross negligence, intentional recklessness, or willful act or omission of Releasees.

5. **Indemnification of Releasees for Property Loss or Damage.** Participant hereby agrees that it shall be liable for, and agrees to indemnify and save Releasees harmless from, and to reimburse Releasees for any expenses incurred relative to, any loss of or damage to the Releasees' property, including without limitation, any equipment, buildings, or vehicles, which in any way arise from, relate to, are brought as a result of, or are caused by, whether directly or indirectly, Participant's participation in Kimberly Youth Association, Inc. sponsored events, wherever or however the same may occur.

6. **Rules and Regulations.** Participant agrees that prior to, and during the entire time that Participant is participating in Kimberly Youth Association, Inc. sponsored events, Participant shall diligently observe and follow policies, rules and regulations, established, adopted or imposed by the Kimberly Youth Association, its coaches and/or /league coordinators.

7. **Conduct.** Participant agrees to use appropriate personal protective equipment when playing baseball as required by the Kimberly Youth Association or its coaches and/or /league coordinators, including, without limitation helmets and closed toed shoes. Participant shall not be under the influence of, nor use alcoholic beverages or unlawful drugs at any time while Participant is participating in Kimberly Youth Association, Inc. sponsored events, nor shall Participant use any legal drugs which would in any way impair Participant's alertness or physical ability.

8. **Insurance.** Participant hereby certifies that he or she has adequate insurance to cover any injury or damage that he or she may cause or suffer while participating in Kimberly Youth Association, Inc. sponsored events, or alternatively, Participant agrees to personally bear the costs of such injury or damage. Participant understands that Kimberly Youth Association, Inc. does not provide accident, health, or life insurance coverage for the Participant.

9. **Emergency Care and Medical Release.** Participant hereby consents to Kimberly Youth Association, Inc. and its directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors, organizers, advertisers, agents, servants, representatives and persons or entities associated directly or indirectly with Kimberly Youth Association, Inc. providing emergency care and/or rendering immediate aide to Participant as might be required at the time for Participant's health and safety. Participant further consents to all medical and surgical treatment, x-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by the attending physician and/or paramedics for Participant's immediate health and safety.

10. **Attorney Fees.** Should Kimberly Youth Association, Inc. or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this agreement, Participant agrees to indemnify and hold Kimberly Youth Association, Inc. harmless for all such fees and costs.

11. **Choice of Law.** In the event Participant files a lawsuit against Kimberly Youth Association, Inc., Participant agrees to do so solely in the State of Idaho, County of Twin Falls, and further agrees that the substantive law of the state of Idaho shall apply in that action without regard to the conflict of law rules of the state of Idaho.

12. **Severability.** BY SIGNING THIS DOCUMENT, PARTICIPANT ACKNOWLEDGES THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING PARTICIPANT'S PARTICIPATION IN KIMBERLY YOUTH ASSOCIATION, INC. SPONSORED EVENTS, PARTICIPANT MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED HIS OR HER RIGHT TO MAINTAIN A LAWSUIT AGAINST RELEASEES ON THE BASIS OF ANY

CLAIM FROM WHICH PARTICIPANT HAS RELEASED THEM HEREIN. Participant further agrees and acknowledges that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Idaho, and that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect to the maximum extent permitted by law.

13. **Use of Photos.** Participant gives his/her full permission to Kimberly Youth Association, Inc. and any and its directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors, organizers, advertisers, agents, servants, representatives, and persons or entities associated directly or indirectly with Kimberly Youth Association, Inc. to use any photographs, videotapes, or other recordings of Participant that are made during the course of Participant's participation in Kimberly Youth Association, Inc. sponsored events.

PARTICIPANT, AND PARTICIPANT'S GUARDIAN IF PARTICIPANT IS A MINOR, HEREBY RESPECTIVELY ACKNOWLEDGES THAT HE OR SHE HAS HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT AND TO ASK QUESTIONS RELATIVE THERETO, HAS READ AND UNDERSTANDS THE TERMS, PROVISIONS, CONDITIONS, AND RELEASES AND WAIVERS AND AGREES TO BE BOUND BY ALL TERMS, PROVISIONS, CONDITIONS, RELEASES AND WAIVERS HEREIN.

"Participant"

X _____
Printed Name: _____
Address: _____
Phone: _____
Date: _____

Parents or Guardians Additional Indemnification
(Must be completed for Participants under the age of 18)

I hereby represent that I am the authorized parent or guardian of Participant, and as such, that I am legally responsible for the actions or inactions of the Participant, including, but not limited to, any damage to private or public property, and that I am legally responsible for the Participant's welfare, including personal needs and medical expenses. By signing this Assumption of Risk, Liability Waiver, and Indemnification Agreement for Kimberly Youth Association, Inc., I, both individually, and on behalf of the Participant, acknowledge that I have read this Assumption of Risk, Liability Waiver, and Indemnification Agreement for Kimberly Youth Association, Inc., understand all of its terms, and agree to be bound thereby. I sign this Assumption of Risk, Liability Waiver, and Indemnification Agreement for Kimberly Youth Association, Inc. voluntarily and with full knowledge of its significance. By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my child's participation in an Kimberly Youth Association, Inc. sponsored event, a court of law may find me and/or my child to have waived our right to maintain a lawsuit against Kimberly Youth Association, Inc. and its directors, administrators, officers, managers, employees, coaches, trainers, volunteers, sponsors, organizers, advertisers, and other agents, estates or executors.

PARENT OR GUARDIAN SIGNATURE:

X _____
Printed Name: _____
Date: _____
Phone: _____

