



ALPINE/WEST MENLO LITTLE LEAGUE ASSUMPTION OF RISK, RELEASE OF LIABILITY,
INDEMNITY AGREEMENT AND CONSENT TO TREAT (General Liability Waiver)

Assumption of Risk & Release of Liability Agreement

**READ CAREFULLY BEFORE SIGNING – THIS LIMITS ALPINE/WEST MENLO LITTLE LEAGUE'S
LIABILITY**

I, on behalf of myself and/or my child (collectively referred to as "I", "my", or "me") have voluntarily chosen to participate in recreational activities, instruction, training in those activities, and/or participate as an umpire through Alpine/West Menlo Little League, including but not limited to baseball or softball practice and competition, athletic training, and all coaching, instruction, spectating and travel associated with these activities (collectively, "the Activities"). I understand that my participation in the Activities poses inherent and other risks of **INJURY** and **DEATH**. The risks associated with the Activities include, but are not limited to, collisions and encounters with other players, coaches, referees, and spectators; collisions and encounters with sports equipment including but not limited to baseballs and bats; concussions and other injuries associated with the sport of baseball/softball, whether or not allowed under the applicable rules; falls; uneven field and playing surface conditions; natural and artificial field surfaces; hazards and illnesses associated with changes in or extremes of weather and temperature; risks posed by animals and insects; and potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors). The risks also include hazards and dangers associated with the use of manmade equipment, structures, vehicles, and materials, including my own or others' misuse, defect, failure, or inadequacy of equipment. I am aware that I will be in close proximity and contact with others during the course of the Activities. Other risks include those associated with the use of all facilities and Activities locations, including home and away field locations (collectively, "Use of the Facilities"). Despite these risks and all other risks, and **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with or arise out of my participation in the Activities or Use of the Facilities.

In consideration for being permitted to participate in the Activities and being permitted to engage in Use of the Facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Alpine/West Menlo Little League, and all of its successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, volunteers, facility landowners, parent and subsidiary companies,



and affiliated companies (collectively herein, "Alpine Little League") for injury or death resulting from my participation in the Activities or Use of the Facilities, regardless of the cause, including the alleged **NEGLIGENCE** of Alpine Little League. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Alpine Little League for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Activities or Use of the Facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY that will apply whenever I participate in the Activities or engage in Use of the Facilities associated with Alpine Little League. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, and our representatives and heirs from filing suit or making any claim for damages in the event of injury or death from my or my child's participation in the Activities or Use of the Facilities. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my or my child's participation in the Activities or the Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Alpine Little League for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I enter into it freely and voluntarily and agree that it is binding upon me, my child, our heirs, assigns and legal representatives.

I acknowledge that Alpine/West Menlo Little League' representatives and/or other participants may photograph or videotape the Activities and facilities, including my participation therein. I agree that Alpine Little League may use these recordings in any way, including but not limited to for marketing, fundraising, or evidentiary purposes, without compensation or restriction.

I agree and consent that, if I become injured or ill, Alpine Little League's staff or volunteers may respond to the situation as deemed advisable or necessary, in Alpine Little League's sole discretion. I authorize Alpine Little League to provide first aid and to transfer my care to any medical provider including but not limited to emergency responders, paramedics, ambulance transportation, doctors, dentists, and hospitals. I agree to be solely responsible for the costs of any such treatment, and agree to defend, indemnify, and hold harmless Alpine Little League regarding any such costs.



I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action involving this agreement must be brought in the courts of San Mateo County, California, and will be subject to and determined under California law.

Signature of Participant (if over 18) _____ Date _____

Prospective participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print Name of Participant _____ DOB _____

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____