

Montgomery County Senior Softball League (MCSSL) 2012 Winter Indoor League - Player Application

Season: Tuesdays and Thursdays: January 3rd through March 15th

Name: _____ Age: _____ Date of Birth: _____ Shirt Size: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____ Emerg. Phone: _____ Emerg. Name: _____

I, the undersigned player, acknowledge, agree, and understand that:

- 1) Voluntarily and of my own free will, I elect to participate as a member of the MCSSL;
- 2) I understand that there are certain risks and hazards involved in participating in softball, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants in addition to those related to pitching, throwing, fielding and catching the ball, swinging the bat, running, jumping, stretching, sliding, diving and colliding with other players and with stationary objects, all of which can cause serious injury or death to me and to other players, and I further agree that in consideration for the right to play as a member of the MCSSL, and in consideration for permission to play in a facility arranged by the league;
- 3) I voluntarily elect and accept and solely assume all risks of damages, injury, including death, incurred or caused by me;
 - a) While practicing or playing as a member of MCSSL;
 - b) While serving in a non-playing capacity as a MCSSL member or observer during practice of participating teams or by other teams or by players on my team;
 - c) While on the premises of any and all of the fields and/or facilities arranged for by my team or league for practice or games,
- 4) I release, discharge, and agree not to sue the team and/or the MCSSL or any owner or lessee of the field or facility where softball is played or practiced by my team/league, the Amateur Softball Association of America (ASAA) or their owners, officials, officers, servants, associations, employees, or any person or entity connected with the team, league, field, or Amateur Softball Association of America for any claim, damages, costs or cause of action which I have or may have had in the future as a result of injuries, either sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract, or conduct of the parties hereby released. I further agree that I shall hold harmless and fully indemnify the parties hereby released from any claims, damages, costs including attorney fees, and cause of action which may arise from any claim or cause of action made by me, through me or on my behalf even if the damages, injuries, or death are caused in whole or in part by any of the named parties hereby released.

I acknowledge that I have read and understand each and every one of the above provisions. They are acceptable to me and I agree to abide by them. I further attest that the information provided by me is true.

Signature: _____ Date: _____

Non-refundable membership fee of \$90.00 required with this application.

Please send: (1) this completed form; (2) your check for \$90.00 made payable to MCSSL; and (3) a signed and dated Bucks Mont Indoor Sports Center Waiver Form by December 4th to:

**Gordy Detweiler
2557 Hill Road
Sellersville, PA 18960**

No one will be permitted to play until payment is received.

BUCKSMONT ISC WAIVER FORM

SIGNATURE REQUIRED FOR ALL TEAM MEMBERS

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

In consideration of being permitted to participate in any way in the activities ("Activity") I, for myself, for personal representatives, assigns, heirs, and next of kin, agree and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity. FULLY UNDERSTAND THAT: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity. I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE BISC, LLC, dba BucksMont ISC, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessees of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. Also, I waive all rights to any photos taken for use in any BISC, LLC publication.

Sport: **MCSSL Winter League**

Session: **January 3 through March 15, 2012**

Player Name: _____ DOB: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone No. _____ Signature: _____