

SOFTBALL PLAYER WAIVER, ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND CONSENT AGREEMENT

I, the undersigned player, or parent or legal guardian of a player under the age of 18 years (hereinafter the "Undersigned"), acknowledge and agree as follows:

1. The Undersigned voluntarily and of my own free will, elects to participate as a player, for the team listed below or the program listed below, with the Mount Lebanon Girls Softball Association ("MLGSA"), located in Mount Lebanon, Pennsylvania.

2. The Undersigned understands that there are certain risks and hazards involved in participating in softball that may result in injury or death to me or other players, including, but not limited to those hazards associated with field/facility design and maintenance, field condition, equipment, or other participants.

3. The Undersigned understands that the very nature of the game of softball is hazardous and risky, including but not limited to, the acts of hitting, catching, and pitching a softball, falling, tripping, slipping, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to me and to other players. The Undersigned further acknowledges that some of the risks include but are not limited to concussions, muscle strains, ankle sprains, muscle tears, broken bones, shoulder injuries, knee injuries and other related injuries.

Further, the Undersigned agrees that in consideration for the right to play as a player as designated below and in consideration for permission to play on the fields and in the facilities arranged for, managed and maintained by MLGSA, the Undersigned acknowledges and agrees as follows:

4. The Undersigned acknowledges that the Undersigned has a duty to inspect the conditions of the fields, facilities and areas surrounding prior to each practice, game or other use of MLGSA fields/facility. If I begin any game, practice or other use of the field/facility, the Undersigned waives any claim for any injury arising from a defective or improperly maintained condition of the field/facility, the surrounding area, or the field/facility generally.

5. The Undersigned voluntarily elects to accept and assume all risks of injury incurred or suffered (a) while practicing, playing, as a member of the team or a program so designated, (b) while serving in a non-playing capacity as a team member during practice or play by other teams, or by other players on my team, (c) while on, or upon the premises of any and all of the fields/facilities arranged for, managed and maintained by MLGSA, and (d) for all risks of injury associated with any latent or patent defects of the field/facility, the surrounding area, or the field/facility generally.

6. The Undersigned hereby voluntarily, knowingly and irrevocably waives, releases, discharges and covenants not to sue MLGSA and its officers, directors, employees, coaches, agents, servants, and all persons acting by, through, under, or in concert with MLGSA (hereinafter the "Releasees"), from any and all complaints, claims, liabilities, obligations, agreements, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including those for attorneys' fees, costs incurred or punitive damages or penalties) of any nature whatsoever, known or unknown (hereinafter "Claim" or "Claims"), as a result of the Undersigned's participation in any softball team or program, or the Undersigned use of any of

the MLGSA field/facility or any of its equipment. This Release by the Undersigned of the Releasees expressly covers any Claim brought under a contractual, tort, or statutory cause of action or theory, including without limitation Claims concerning death, personal injury, illness, property damage, products liability or any other type of damage or loss.

7. The Undersigned agrees that this Waiver, Assumption of the Risk, Release of Liability and Consent Agreement is binding on the Undersigned's heirs and assigns.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND CONSENT AGREEMENT AND AGREE TO ABIDE BY THEM.