



Cooperstown All Star Village Adult & Minor WAIVER AND RELEASE OF LIABILITY PLEASE READ BEFORE SIGNING



DISCLAIMER: COOPERSTOWN ALL STAR VILLAGE AND AFFILIATED COMPANIES ARE NOT RESPONSIBLE FOR ANY INJURY (OR LOSS OF PROPERTY) TO ANY PERSON SUFFERED WHILE PLAYING, PRACTICING OR IN ANY OTHER WAY INVOLVED IN COOPERSTOWN ALL STAR VILLAGE ACTIVITIES FOR ANY REASON WHATSOEVER, INCLUDING ORDINARY NEGLIGENCE ON THE PART OF THE COOPERSTOWN ALLSTAR VILLAGE OR ITS AGENTS, EMPLOYEES, SPONSORS, VOLUNTEERS, THE OWNERS AND LESSORS OF THE PREMISES AND ALL OTHERS WHO ARE INVOLVED.

In consideration of being allowed to participate in any way in the Cooperstown All Star Village sports program(s), related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent disability, paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) FOR MYSELF, SPOUSE OR CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my or my child's participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If I observe any unusual significant concern or hazard during my presence, participation and/or child's readiness for participation and/or the program itself, I will remove myself or child from participation and bring such to the attention of the nearest official immediately; and,
- 4) I give Cooperstown All Star Village or its designee the irrevocable right to take and use my name, picture, likeness, photograph, film, videotape, and/or verbal statement in all forms and media and in all manners for any advertising, promotional, Internet (Web Site) and/or publicity purposes of Cooperstown All Star Village. I waive any rights I may have in connection with any use of the material, including any right to inspect or approve the finished use, including any written copy that may be created in connection with such use.
- 5) I, for myself, my spouse, my child, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS COOPERSTOWN ALL STAR VILLAGE their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my or my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law,
- 6) I understand that this waiver is intended to be as broad and inclusive as permitted by the laws of New York and agree that if any portion is held invalid the remainder of the waiver will continue in full legal force and effect. I further agree that the venue for any legal proceeding shall be in the state of New York.



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.

Sign below if you are an Adult Participant, Coach or Umpire:

X _____ **Date:** _____
 (Participant's Signature)

Team: _____

SIGN BELOW FOR PARENT/GUARDIAN OF PARTICIPANTS OF MINORITY AGE
 (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____ **Print:** _____
 (Parent/Guardian Signature) (Print Name of Parent/Guardian)

Team: _____

DATE SIGNED: _____ **Emergency Phone Number:** _____

Sign below if you are the PARTICIPANT:

I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to rules and regulation, and accept them as a participant.

X _____ (PARTICIPANT SIGNATURE) _____ (PRINT NAME)

Team: _____