

USSSA “Adult Participant” Release, Sports Waiver and Permission Form

(For Adult Participants 18 Years of Age or Older)

Player / Participant Information

First Name: _____ M.I. _____ Last Name: _____

DOB: _____ Gender: _____ Emergency Phone Number: _____ Team Name: _____
(MM/DD/YYYY) (M/F)

Function (select one): _____ Athlete _____ Coach _____ Other _____
(Please specify function above, e.g., scorekeeper, etc.)

Event Information

Name of Event	Event Dates	Location

Event Host: _____

Event Sport/Activity involved: _____

TERMS AND CONDITIONS OF PARTICIPATION (Read both pages before signing)

In consideration of my being permitted to participate in the Event and sport/activity referenced above (collectively, the “Event Sport/Activity”), wherever the Event Sport/Activity may occur, I hereby attest that, after reading this Sports Waiver and Permission Form completely and carefully, I acknowledge that my participation in the Event Sport/Activity is entirely voluntary, and I further understand and agree as follows:

ASSUMPTION OF RISK/LIABILITY RELEASE AND INDEMNITY: I understand that incidental to my participation in the Event Sport/Activity, I may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that such participation may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence and failure to act of myself and others (including, but not limited, to other individuals in attendance at the Event Sport/Activity to and the Released Parties, as defined below) and from the condition of any property, facilities or equipment used. I also understand that there may be risks involved that are not known to me or to the Released Parties, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the Event Sport/Activity. I also specifically acknowledge that there is a risk that I may have contact with individual(s) who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases or maladies. I specifically acknowledge that it is impossible to eliminate the risk of any such exposure or infection through contact or close proximity to an individual with a communicable disease. I agree to assume all of the foregoing risks, which risks may include, among other things, muscle injuries and broken bones, exposure to a communicable or infectious disease, as well as the risk of any negligence by other participants or by the Released Parties, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event Sport/Activity, and accept personal responsibility for any injury (including, but not limited to, personal injury, exposure to a communicable or infectious disease, disability, dismemberment and death), illness, infection, damage, loss, claim, liability, or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with my participation in the Event Sport/Activity. On my own behalf, and on behalf of my heirs, executors, administrators and next of kin, I hereby, to the fullest extent permissible by law, release, covenant not to sue, and forever discharge the Released Parties of and from all liabilities, claims, actions, damages, costs or expenses of any nature (“Claims”) **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES** associated with the risks I have assumed herein or arising out of or in any way connected with my participation in the Event Sport/Activity, and further agree to indemnify and hold each Released Parties harmless from and against any and all such Claims including but not limited to, all attorneys’ fees and disbursements through and including any appeal.

I understand that this release and indemnity includes any Claims based on negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), illness, exposure to a communicable or infectious disease, property damage and loss by theft or otherwise, whether suffered by me before, during or after such participation. For the

purposes hereof, the "Released Parties" are: UNITED STATES SPECIALTY SPORTS ASSOCIATION, INC., USSSA, LLC, USSSA PROPERTIES, LLC AND FLORIDA SPORTS MANAGEMENT GROUP, LLC, _____,

_____ and _____, and their respective parent, subsidiary, affiliated and related companies; the Event Sport/Activity Host, Sponsors and/or Charities having a presence at the Event Sport/Activity; the Event Sport/Activity contractors and their respective parent, subsidiary, affiliated and related companies; and all officers, directors, employees, agents, contractors, sub-contractors, representatives, successors, assigns, and volunteers of each and all of the foregoing entities.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am physically fit for participation in the Event Sport/Activity, have the skill level required in connection with the Event Sport/Activity, and have not been advised otherwise. I also agree that I will not participate in the Event Sport/Activity if I or any member of my household, including but not limited to my spouse or child shows symptoms or signs of exposure to or infection with COVID-19 or a similarly contagious disease. I agree that before I participate in the Event Sport/Activity, I will inspect all related facilities and equipment. In connection with any injury sustained or illness or medical conditions experienced during my attendance in connection with the Event Sport/Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. Additionally, I authorize medical treatment for me, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I will immediately advise the Event Sport/Activity manager of any unsafe condition that I observe, and will refuse to participate in the Event Sport/Activity until all unsafe conditions observed by me have been remedied.

PUBLICITY RIGHTS: I further grant the Released Parties the right to photograph, record and/or videotape me and further to display, edit, use and/or otherwise exploit my name, face, likeness, Event Sport/Activity results and standings (as more fully described below), voice and appearance in all media, whether now known or hereafter devised (including, without limitation, in computer or other device applications, online webcasts, television programming, including broadcast on any and all media platforms), in motion pictures, films, newspapers, and magazines, and in all forms including, without limitation, digitized images or video, throughout the universe in perpetuity, whether for advertising, publicity, or promotional purposes, including, without limitation, publication and use of Event Sport/Activity result and standings (including but not limited to name, bib number if applicable, age, times if applicable, gender, "hometown", or other standard Event Sport/Activity results) without compensation, residual obligations, reservation or limitation, or further approval, and I agree to indemnify and hold harmless the Released Parties for any Claims associated with such grant and right to use. The Released Parties are, however, under no obligation to exercise any rights granted herein.

GOVERNING LAW: This Waiver and Permission Form will be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Waiver and Permission Form will be commenced exclusively in the Circuit Court of the Eighteenth Judicial Circuit in and for Brevard County, Florida (or if such Circuit Court will not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction), AND I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

ATTESTATION: By signing my name below, I certify that I have read the BOTH PAGES of this Release, Sports Waiver and Permission Form document. My signature below certifies my understanding of and agreement with the above policies. A photocopy of this document is as valid as the original.

Signature

Print Name

Date