

RELEASE, INDEMNIFICATION AND HOLD
HARMLESS AGREEMENT



In consideration of participating in this Minnesota Magic program/activity, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence the Minnesota Magic and its members, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that participating in tryouts, evaluations, clinics, practices, games and other sport activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to: broken bones, torn ligaments, brain damage, death or other injuries or medical conditions as a result of falls, contact with other participants, or other physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of this program/activity.
2. I expressly accept and assume all of the risks inherent in this program/activity or that might have been caused by the negligence of the Releasees. My participation in this program/activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this program/activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this program/activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this program/activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.
5. In the event I file a lawsuit, I agree to do so solely in the state where Releasees' facilities are located, and I further agree that the substantive law of that state shall apply.
6. I have reviewed the concussion information provided by the Minnesota Magic as required by Minnesota law (SF 612). This information is also available on the Minnesota Magic website, www.magicsoftball.org.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this program/activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the bases of any claim for negligence.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this program/activity might not be made available to me or that the cost to engage in this program/activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

_____ (Participant Signature) (Date)

_____ (Parent/Guardian Signature) (Date)