

ANCASTER MEN'S SLO-PITCH LEAGUE INC. WAIVER

PLEASE READ CAREFULLY!

I am aware that participating in the sport of slo-pitch softball has many inherent risks, including but not limited to:

- (i) Theft, vandalism, damage to or loss of personal property.
- (ii) Any manner of injury resulting from use, misuse, failure of any equipment.
- (iii) Any manner of injury resulting from falls on steep, slippery or uneven terrain or from impact or contact with trees, rocks, man-made or natural obstructions.
- (iv) Any injury or illness resulting from exposure to heat, cold, wet, or windy weather.
- (v) Making contact with, participants, officials, equipment, balls, fences, etc.
- (vii) An increased load on the heart, which may result in dizziness, shortness of breath and in extreme circumstances may result in heart attack or stroke.
- (viii) The potential for bone and muscular-skeletal injury, such as sprains, strains, fractures, episodes of light-headedness, fainting, chest discomfort, leg cramps, nausea, etc.

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property loss or damage, resulting therefrom.

In consideration of the Ancaster Men's Slo-Pitch League Inc. allowing my participation in the sport of Slo-Pitch Softball, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against the Ancaster Men's Slo-Pitch League Inc. or its executive, its members, officers, employees, agents, volunteers, and independent contractors (all of whom are collectively referred to as the "Releasees").
2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury, or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the sport of Slo-Pitch Softball due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under The Occupier's Liability Act, RSO. 1990, c. 0.2, as amended, on the part of the releasees.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to the property of, or personal injury to, any third party, resulting from my participation in the sport of Slo-Pitch Softball; and
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity. In entering this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20 _____

Signature of Participant