

## 2023 KVKL CAPTAIN RELEASE WAIVER AND RELEASE FROM LIABILITY

In consideration of being allowed to participate in the KVKL:

I HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Kaw Valley Kickball, Inc. d/b/a Kaw Valley Kickball League (“KVKL”), and its agents, employees, officers, directors, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, KVKL provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities in which I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, temporary or permanent disability, and/or death. On behalf of myself, my heirs, assigns, administrators, executors and next of kin, I waive all claims for damages, injuries and death sustained to me or my property that I may have against the aforementioned released party to such activity, including claims in tort, contract, equity or otherwise. I intend this waiver to apply to all risks involved in KVKL activities, whether known or unknown, including specifically all risks associated with COVID-19.

I acknowledge, agree, and represent that I understand the nature of KVKL activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I hereby acknowledge that I have read and understand the most recent CDC guidelines concerning prevention of the spread of COVID-19, and agree to abide by said guidelines, in addition to any applicable federal, state, and local legislative, executive, and judicial orders concerning COVID-19 while participating in any of the events or activities conducted by, on the premises of, or for the benefit of, KVKL, and hereby further agree to indemnify and hold harmless KVKL for any failure to abide by the same.

As a captain, I will not allow any person to participate in KVKL activities if they have not signed a KVKL 2023 Player Release (“Unqualified Team Member”). Furthermore, I hereby assume full responsibility for and indemnify KVKL from any claims of liability, including attorney’s fees, associated with an Unqualified Team Member being injured while participating in a KVKL activity. As team captain I have read and understand the KVKL rules and code of conduct. I further agree that if I or any team member test positive for or have what is considered to be a close-contact with COVID-19 or any other similar contagious life-threatening disease, I (and/or the applicable team member(s)) will refrain from participation in any KVKL events for the applicable recommended period of isolation/quarantine, and immediately inform the KVKL Board so that proper quarantine and/or contact tracing measures can be implemented.

I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity. I verify that I have read and understand the KVKL rules (including any rules applicable to the specific activity in which I am participating) and code of conduct. I further agree and warrant that at all times while participating in any of the events or activities conducted by, on the premises of, or for the benefit of, KVKL, and will indemnify and hold harmless KVKL for any violation thereof.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with KVKL, including but not limited to practicing and/or engaging and competing in any competitions or other activities and using the premises and facilities and equipment in any manner, form or fashion.

I do hereby give KVKL their assigns, licenses, and legal representatives the irrevocable right to use my name (or any nick name), picture, portrait, photograph, image, or voice in all forms and media and in all manners, including composite or purpose, and I waive any right to inspect or approve the finished product, including written copy, that may be created in connection therewith. I also agree that this releases KVKL and any and all of its representatives from any and all monetary obligations or payments to me or any or all of my authorized representatives for use of video, films, photographs, image and/or voice of myself.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE.

The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of KVKL, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the fullest extent permitted by law. I am 18 years of age or older and mentally competent to enter into this waiver.

A facsimile, scan, or copy of an original signature transmitted to KVKL is effective as an original document.

Team Name (print) \_\_\_\_\_

Player Name (print) \_\_\_\_\_

Gender \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_