

1. VOLUNTARILY AND OF MY OWN FREE WILL, I elect to participate as a member of the Chelsea Park Softball League NYC and the team indicated below.

2. I ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of softball, and that I am qualified, in good health, and in proper physical condition to participate in The Chelsea Park Softball League NYC.

3. I FULLY UNDERSTAND AND ACKNOWLEDGE that:

- . (a) Softball involves risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"), and any damages which may arise therefrom;
- . (b) these risks may be caused by my own actions, or inactions, the actions of others participating in The Chelsea Park Softball League NYC, the conditions of the playing field(s), or the negligence of others; and
- . (c) there may be other risks and social and economic losses either not known to me or not foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in The Chelsea Park Softball League NYC.

4. I AGREE AND WARRANT that I will examine and inspect each playing field in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of The Chelsea Park Softball League NYC and/or the City of New York, Department of Parks and Recreation, and will refuse to take part in the Softball game until the condition has been corrected to my satisfaction.

5. I HEREBY RELEASE, discharge, and covenant not to sue The New York Fast Pitch League, its officers, directors and/or employees, including its member teams, their players, administrators, directors, agents, officers, volunteers and employees, as well as other participants, sponsors and advertisers, and, if applicable, owners and lessors of the premises on which these games take place from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the The Chelsea Park Softball League NYC, its officers, directors and/or employees, including its member teams, their players, administrators, directors, agents, officers, volunteers and employees, and other participants, including any sponsors or advertisers; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against The Chelsea Park Softball League NYC, its officers, directors or employees, including its member teams, their players, administrators, directors, agents, officers, volunteers and employees, and other participants, as well as any sponsors or advertisers, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the aforesaid persons and/or entities from any litigation expenses, attorney fees, loss liability, damages, or costs which may incur as a the result of such a claim.

5. I FURTHER UNDERSTAND that The Chelsea Park Softball League NYC, makes no warranties, either express or implied, as to the condition of the softball fields or the surrounding area, and makes no warranties, either express or implied, as to the condition of the equipment used, before, during and after, each softball game. I further understand that The Chelsea Park Softball League NYC, makes no warranties, either express of implied, as to the ability of the players or participants in the league.

**Chelsea Park Softball League NYC  
 Player Waiver, Release of Liability, Indemnification Agreement Roster  
 Release and Waiver Page Two of Three**

6. I FURTHER UNDERSTAND that The Chelsea Park Softball League NYC, its officers, agents, directors and/or employees, has no duty to either inspect, maintain, supervise or control said softball fields or playing areas; has no duty to either inspect, maintain, supervise or control any and all of the equipment used, before, during and/or after each game; and has no duty to either inspect, maintain, supervise or control said players and/or participants in the league. No action shall exist for the failure to warn for any of the above conditions.

7. I FURTHER UNDERSTAND that The Chelsea Park Softball League NYC, its officers, agents, directors and/or employees, is not the owner or operator of the playing fields used in conjunction with The Chelsea Park Softball League NYC.

8. I FURTHER UNDERSTAND All players play in this league subject to their own risk. The league assumes no responsibility for any injury before, during, or after any scheduled games. All payers further agree to abide by the rules and by-laws of the league and rulings as necessary during the course of the season. The league reserves the right to suspend or ban any player for any period of time for detrimental or inflammatory conduct.

9. I FURTHER AGREE to be bound by the rules of The Chelsea Park Softball League NYC.

***I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any induction or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.***

	Chelsea Park Softball League NYC	NYC Department of Parks and Recreation
<b>Name of Team</b>	<b>Name of League</b>	<b>Field Owner or Other Entity</b>

Player must be 18 years old or older to sign.

NAME OF PLAYER (Print)	STREET ADDRESS	CITY & STATE & ZIP CODE	SIGNATURE OF PLAYER	DATE
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