

LIABILITY WAIVER
(Including General Release and Covenant Not to Sue)

IN CONSIDERATION of participating in the AUBREY ASSOCIATION YOUTH SPORT ASSOCIATION, ("AAYSA"), or on behalf of a minor child, the undersigned agrees and states as follows:

The undersigned is aware of and understands the inherent risks, hazards and dangers associated with TEAM SPORT participation (which are printed below and incorporated herein as though appearing above the signature of the undersigned) and, notwithstanding that the actual conditions DURING PRACTICES AND GAMES may pose more or less risks, hazards and dangers than those so enumerated, the undersigned nevertheless elects, voluntarily, to enter and/or participate in AAYSA on the terms, conditions and covenants set forth herein. In this regard, the undersigned, for himself/herself/itself and for his/her/its heirs, successors, assignees, personal representatives and next of kin, hereby releases, waives, discharges, covenants not to sue and agrees to hold harmless the COACHES, COMMISSIONERS AND BOARD MEMBERS OF THE AUBREY AREA YOUTH SPORTS ASSOCIATION AND THE AUBREY INDEPENDENT SCHOOL DISTRICT; from all liability for any and all causes and claims of every type and nature whatsoever, including but not limited to property damage, injury to person and/or death, or otherwise, without limitation, arising out of or alleged to be arising out of the conduct of the NORMAL SPORT ACTIVITIES including but not limited to team practices and league sanctioned games under the direction of AAYSA.

Team Sports involve inherent risks, hazards and conditions that may be dangerous to life, limb and property and that can arise in an incalculable variety of unforeseeable or foreseeable ways which may include including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

Each participant KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and, agrees to comply with the program's stated and customary terms and conditions for participation. If any unusual significant in the program itself is discovered, the participant will be removed and concern will be brought to the attention of the nearest official immediately; and,

The undersigned, on behalf of self, spouse, child, and on behalf of heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AAYSA, its directors, officers, officials, agents, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

The undersigned, on behalf for self, spouse, child, and on behalf of heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to the involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

THE UNDERSIGNED HAS READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT SUBSTANTIAL RIGHTS WILL BE GIVEN UP BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Parent / Guardian Signature

Date

Please Print:

Child (ren) Name (s): _____

Please complete the Parent Agreement on the reverse side.