

Colby's

Stars Foundation, Inc.

Waiver and Release Form

7th Annual Kicking Cancer's Butt Kickball Tournament

May 19 & 20, 2023

I, the undersigned player, acknowledge, agree and understand that:

- 1. Voluntarily and of my own free will, I elect to participate as a member of the kickball team indicated.
2. I understand that there are certain risks and hazards involved in participating in kickball that may result in injury or death to me or other players, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants.
3. I understand that sliding into base is dangerous to me and to other players and may result in serious injury or death.
4. I understand that the very nature of the game of kickball is hazardous and risky, including, but not limited to, the acts of pitching, throwing, fielding and catching of the ball, running, jumping, stretching, sliding, diving and collisions with other players and with stationary objects all of which can cause serious injury or death to me and other players.

Further, I, the undersigned player agree that in consideration for the right to play as a member of the team designated and in consideration for permission to play on the designated fields of the Rices Landing Athletic Club:

- 1. I voluntarily elect to accept and assume all risks of injury incurred or suffered by me (a) while practicing or playing as a member of the team so designated, (b) while serving in a non-playing capacity as a team member during practice or play by others teams or by other players on my team, and (c) while on or upon the premises of any and all of the fields of The Rices Landing Athletic Club:
2. I release, discharge and agree not to sue the team, Colby's Stars Foundation, Inc., The Rices Landing Athletic Club and CNX Energy & Elaine Bogden, or other entity, their agents, employees, or any person entity connected with the team, foundation, field for any claim, damages, costs or cause of action which I have or may in the future have as a result of injuries or damages sustained or incurred by me from whatever cause including but not limited to the negligence, breach of contract or wrongful conduct of the parties hereby released.

I ACKNOWLEDGE THAT I HAVE READ AND THAT I UNDERSTAND EACH AND EVERY ONE OF THE ABOVE PROVISIONS IN THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND AGREE TO ABIDE BY THEM.

Team Name: \_\_\_\_\_

Captain Name: \_\_\_\_\_

Captain email: \_\_\_\_\_

Captain cell phone: \_\_\_\_\_

Adult team Youth team (circle one)

All participants and/or parents or guardians must agree to the terms in order to participate.

