

**ELMWOOD YOUTH SPORTS PROGRAM
WAIVER AND RELEASE AGREEMENT
2019-20 Season**

In consideration for the participation of _____ (“Participant”) in the Elmwood Youth Sports Program, **T-Ball, Baseball, Softball, Basketball** (*circle all that apply*), the lawful parent(s)/guardian(s) _____ (“Parents” or “Parent”) agrees to the following:

Emergency Medical Needs: If Participant is sick or injured or otherwise requires medical intervention, Parent authorizes an athletic trainer, certified emergency personnel, and/or doctor of medicine or dentistry to provide such treatment and/or emergency transportation so as to receive such treatment. Parent shall defend, hold harmless, indemnify and release the School District of Elmwood, the Elmwood Youth Sports Organization, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from emergency medical/hospital care or treatment that may be rendered pursuant to this authorization. Parent shall be responsible for all necessary charges incurred by any hospitalization, treatment, or emergency transportation rendered pursuant to this authorization.

Emergency Contact: In case of an emergency, Parent requests that the following individual(s) be contacted:

Name	Phone	Relationship to Participant

Name	Phone	Relationship to Participant

Medical Information: In case of an emergency, Parent requests that any of the aforementioned individuals providing medical treatment be made aware of the following allergies/medical problems which may interfere with or alter treatment:

Medical Diagnosis	Medication	Dosage	Frequency of Dosage

Medical Diagnosis	Medication	Dosage	Frequency of Dosage

Medical Diagnosis	Medication	Dosage	Frequency of Dosage

Assumption of Risks: Parent understands that physical activity related to the Elmwood Youth Sports Program, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve exertions of strength using various muscle groups, some involve quick movements including speed and change of direction, and others involve sustained physical activity. The specific risks Participant may be exposed to

from participating in the Elmwood Youth Sports Program and activities can include, but are not limited to: (1) head, neck and shoulder injuries; (2) elbow and arm injuries; (3) hand injuries; (4) back injuries; (5) hip injuries; (6) knee and leg injuries; (7) foot and ankle injuries; (8) minor injuries; (9) major injuries, such as arthritis, broken bones, fractures, internal injuries, ligament injuries, tendinitis, pinched nerves, or heart attacks; (10) catastrophic injuries such paralysis or death; (11) injuries resulting from equipment misuse or malfunction; (12) injuries resulting from weather and/or acts of God such as storms, tornados or extreme heat; as well as (13) property loss or damage.

Parent is advised to seek the advice of a physician before allowing Participant to participate in the Elmwood Youth Sports Program. Parent is further advised to have health and accident insurance in effect and that no such coverage is provided for by the School District of Elmwood, the Elmwood Youth Sports Organization, or the State of Wisconsin. **Parent knows, understands, and appreciates the risks that are inherent in the above-listed Elmwood Youth Sports Program and activities and Parent hereby asserts that Participant's participation is voluntary and that Parent knowingly assumes all such risks.**

Participant/Parent Conduct: Parent agrees that Parent and Participant have read and understand the policies and procedures of the School District of Elmwood, as well as those of the Elmwood Youth Sports Organization. Parent understands that participation in the Elmwood Youth Sports Program is voluntary and that Participant and/or Parent may be disciplined and/or removed from the Elmwood Youth Sports Program or Program facilities, with no registration refunds, if Participants or Parent's behavior or conduct is found to be in violation of any of the aforementioned policies or procedures. Parent agrees to assume the obligations for the expenses of repair and/or replacement of Elmwood Youth Sports Program equipment or facilities that is attributable to Participants or Parent's intentional and/or negligent behavior or conduct. Parent further agrees to defend, hold harmless, indemnify and release the School District of Elmwood, the Elmwood Youth Sports Organization, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions, or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from Participants or Parent's intentional and/or negligent behavior or conduct.

Waiver and Release of Claims: In consideration of Parent's permission for Participant to voluntarily participate in the Elmwood Youth Sports Program, Parent, for himself/herself, his/her heirs, personal representatives or assigns and on behalf of Participant, shall defend, hold harmless, indemnify, and release the School District of Elmwood, the Elmwood Youth Sports Organization, their officers, employees, agents and volunteers, from and against any and all CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY SORT ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, OR PERSONAL INJURY, OR DEATH WHICH MAY RESULT FROM PARTICIPANT'S PARTICIPATION IN THE ELMWOOD YOUTH SPORTS PROGRAM. THIS RELEASE INCLUDES CLAIMS BASED ON THE NEGLIGENCE OF THE SCHOOL DISTRICT OF ELMWOOD, THE ELMWOOD YOUTH SPORTS ORGANIZATION, THEIR OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS, BUT EXPRESSLY DOES NOT INCLUDE CLAIMS BASED ON THEIR RECKLESS AND INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. **Parent**

understands that by signing this Agreement, he/she is releasing claims and giving up substantial rights, including his/her right to sue.

Governing Law: This Agreement is entered into and shall be governed by the laws of the State of Wisconsin without regard for conflict of laws principles. Furthermore, any legal proceeding involving the negotiation, interpretation or enforcement of this Agreement shall be venued at the School District of Elmwoods and Elmwood Youth Sports Organization's sole election, in the circuit courts of Pierce County, Wisconsin. If any part of this Agreement is illegal, the rest of the Agreement stays in force and effect to the extent that it is compliant with applicable law.

Miscellaneous: PARENT UNDERSTANDS THAT HE/SHE IS BEING ASKED TO READ EACH OF THE ABOVE PARAGRAPHS CAREFULLY AND UNDERSTAND THEIR IMPACT AND EFFECT. PARENT ACKNOWLEDGES THAT IF HE/SHE WISHES TO **DISCUSS, NEGOTIATE OR BARGAIN OVER ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, PRIOR TO SIGNING IT**, HE/SHE MAY CONTACT Becky Baier or Glenn Webb at Elmwood School.

Signature of Parent or Guardian

Date

Signature of Parent or Guardian

Date