

**Season: Fall 2020**

TOWN OF TROPHY CLUB KICKBALL PLAYER RELEASE AND WAIVER

I hereby attest that I am fully cognizant of the risks involved in the sport of adult kickball (“Kickball”) including risk of exposure to COVID-19, risk of improper Social Distancing between other participants and spectators, and voluntarily assume the same, and agree to abide by the published kickball rules of the TOWN OF TROPHY CLUB at all times during my participation in Kickball. I further attest that I do not suffer from any heart, lung or other medical condition or disease that might in any way hinder or prevent me from fully participating in Kickball or make me more susceptible to injury or harm while playing Kickball.

In consideration of received permission to participate in Kickball: (A) I hereby release, discharge and hold harmless TOWN OF TROPHY CLUB and its officers, directors, employees, members, subsidiaries, agents, successors, managers, volunteers, assigns, and any party named as an additional insured on any policy of insurance held by any of the foregoing parties, or other parties which TOWN OF TROPHY CLUB has or may be obligated to indemnify, hold harmless or to which TOWN OF TROPHY CLUB may otherwise be liable, including but not limited to all governmental or private entities which lease, rent or permit use of premises for play, recreation, pre or post game activities (collectively, the “Released Parties”), from any and all liability that may arise directly or indirectly at any time, by reason of any injury, death, damage, loss, or expense incurred in connection with (i) my participation in the sport of Kickball itself, or (ii) my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the Released Parties, individual Kickball players, or any league or division organized under the Released Parties or their rules, including but not limited to “happy hours”, bar functions, and any pre-game or post-game events or gatherings; and (B) I fully authorize TOWN OF TROPHY CLUB, its subsidiaries and affiliates to use my name, likeness or image for purposes of advertising, marketing, promotion or trade without further compensation, except where prohibited by law; and I further acknowledge and agree that any images or recordings obtained or procured by TOWN OF TROPHY CLUB shall be the sole and exclusive property of TOWN OF TROPHY CLUB, and may be published, broadcast or otherwise disseminated at the sole and exclusive discretion of TOWN OF TROPHY CLUB. This Player Release Waiver shall be binding on my heirs, executors, administrators, successors, and assigns, and the releases and waivers contained herein shall include damages, losses or injuries that may be caused solely or in part by the fault (including but not limited to negligence, gross negligence and/or recklessness) of the Released Parties.

**By signing below, I verify that I have not knowingly been exposed to COVID-19 in the last 15 days. I understand that participation in TROPHY CLUB ADULT LEAGUES is contingent upon my adherence to social distancing and face covering guidelines set forth by THE TOWN OF TROPHY CLUB and the PARKS AND RECREATION DEPARTMENT.**

I HAVE READ AND UNDERSTOOD THIS PLAYER RELEASE WAIVER AND ENTER INTO IT VOLUNTARILY, IN CONSIDERATION OF THE OPPORTUNITY TO PARTICIPATE IN KICKBALL.

**TEAM NAME:**

# Printed Name: Signature: Date:

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