Marshalltown Softball Association
Adult Waiver, Release and Hold Harmless Form and Medical Authorization

Each of the undersigned, being an individual of legal age and under no legal disability, who is severally or jointly engaging in, or about to engage in or observe, an activity sponsored or co-sponsored by Marshalltown Softball Association, Marshalltown, Iowa, and/or that person's spouse, if applicable, in partial consideration of Marshalltown Softball Association furnishing grounds or facilities for an activity, do hereby waive, release, hold harmless, acquit and forever discharge the Marshalltown Softball Association, City of Marshalltown, Iowa, its Parks & Recreation Department and its officers, employees, volunteers or agents from any and all liability arising out of my, or my spouse's, participation of any activity, including injury while participating in or observing the activity, including any injury while on the premises immediately before or after the activity and including, but not limited to, actions for negligence. I (we) further agree:

1. That this release, waiver, hold harmless agreement and medical authorization covers all injuries and damages, whether known or not and which may be discovered at any time in the future, all related to the activities mentioned herein.
2. That it is understood that no sum of money shall be received for any claim for such injury, no promise for any further consideration has been made by anyone.
3. That this release, waiver and hold harmless agreement is executed in reliance upon our knowledge, belief and judgment, and not upon any representations made by any person released, or others on his or her behalf.
4. That this release, waiver, and agreement to hold harmless covers participation by the undersigned in any individual activity or any activity during a league or organization year for such activity. The release, waiver and agreement to hold harmless is for activities engaged, participated in and/or observed from April 1, 2026 to March 31 of the following year.
5. This release, waiver and agreement to hold harmless covers all claims mentioned above, including, but not limited to, claims based upon improper design, construction or maintenance of grounds or facilities provided for the athletic activity.
6. I/We further recognize and agree that as participants or observers I/we shall bear the full responsibility of any loss or theft of personal items while engaging, participating, or observing in these activities.
7. I/we also release any photographs, videos, or both taken during the activity to be used by the Marshalltown Softball Association for advertisements, training, or other purposes.
8. I certify that I have had a physical examination and am physically able to participate in this activity.
9. In the event of injury or illness, I hereby give my consent for medical treatment, and permission to program staff for supervising and performing, as deemed necessary by staff, on-site first aid for minor injuries, and for a licensed physician to hospitalize and secure property treatment (including injections, anesthesia, surgery, or other reasonable and necessary medical or surgical procedures) for me or my participant or observing spouse, if I am unable to provide that consent directly at the time, for any reason.

I agree to assume all costs related to any such medical or surgical treatment. I also authorize the disclosure of medical information to my insurance company for the purpose of this claim.

THAT WE AND EACH OF US HAVE READ THE FOREGOING RELEASE, AND UNDERSTOOD ITS TERMS, AND FREELY
VOLUNTARILY SIGN THE SAME. (Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.)

IF ANY PORTION OF THIS AGREEMENT IS DETERMINED TO BE LEGALLY UNENFORCEABLE FOR ANY REASON, THEN IT IS THE MUTUAL INTENT OF THE PARTIES THAT THE REMAINDER OF THE AGREEMENT SHALL BE ENFORCEABLE.

Are you married?_____If yes, the spouse must also sign this form.

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT
In consideration of being allowed to participate on behalf of the Marshalltown Softball Association athletic programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I 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 participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Marshalltown Softball Association, their officers, officials, agents, and/or employees, 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 ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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

The following information is required:

Participant Name (PRINT):_____
Address_____City_____ZIP_____
Phone Number_____Email_____
Participant Signature_____Spouse Signature_____
Team Name: _____ Date:_____