

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**Oakville Inner-Church
Mixed 3-Pitch Softball League
(OICM3PS League)**

In consideration of my decision to participate in any way in the Oakville Inner-Church Mixed 3-Pitch Softball League (OICM3PS League), I agree that:

1. I fully understand that:
 - a) The game of softball and the activities of the OICM3PS League involves risk and dangers of serious bodily injury, including permanent disability, paralysis and death; ("Risks")
 - b) These "Risks" and dangers may be caused by my own actions or inaction, the actions or inactions of others participating in the OICM3PS League, the rules of the OICM3PS League, the conditions and layout of the field and equipment, the extent and impact of weather conditions on the field and/or to the game on any given day;
 - c) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those "Risks" COULD BE SEVERE and COULD PERMANENTLY ALTER MY FUTURE IN MANY NEGATIVE RESPECTS;
2. I hereby accept and assume all such "Risks", be it known and unknown, and assume all responsibility for the losses, costs and/or damages resulting from the event of any injury, disability, paralysis or death, even if caused (in whole or only in part) by my own negligence;
3. I hereby release, discharge and covenant not to sue the OICM3PS League (its members, team managers and captains, officials, coaches, umpires, promoters, sponsors, advertisers, the Town of Oakville as owner and manager of the playing fields, or any game participants) all for the purposes herein referred to as "Releasees" and hereby release all from any or all liability to me for any and all claims, demands, losses or damages on account of any injury, including (but not limited to) death and/or damage to property caused or alleged to have been caused in whole or in any part by the negligence of the aforementioned "Releasees";
4. If, despite this release, I make a claim against any one of the "Releasees" aforementioned, I agree to indemnify, save and hold harmless the "Releasees" and each of them from any or all litigation expenses, attorney fees, loss, liability, damage or cost they may incur due to the claim made against any of the aforementioned "Releasees" whether the claim is based upon the negligence of the aforementioned "Releasees" or otherwise;
5. I have signed this Agreement on my own behalf, hereby consenting to the assuming of any or all of the "Risks" as noted herein and hereby presenting myself as having sufficient ability, experience and understanding of the game of softball to, therefore, be qualified to participate in the OICM3PS League;
6. I will inspect the fields, facilities and equipment to be used or for which I may come into contact with during my participation (at any time) in the OICM3PS League. If I believe anything to be unsafe, I will instruct team and/or league officials of my belief and hereby agree to leave the field and to refuse to participate further in the OICM3PS League;

