

# SPRING CREEK YOUTH ASSOCIATION

## WAIVER AND LIMITED RELEASE OF LIABILITY FOR MINOR PARTICIPANTS

IN CONSIDERATION OF \_\_\_\_\_, my child or ward, being allowed to participate in The **Spring Creek Youth Association youth sports program, as a player or participant in any sport**, the undersigned acknowledges and agrees that:

1. The risk of injury to my child/children from the activities involved in this program is significant. While particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist and is inherent in participation in the sport and the youth sports program.
2. The coaches, coordinators, volunteers, and other adult participants in the SCYA sports program do not possess more training or skill than the average adult, including the undersigned, as coaches or trainers, and are not specially trained or in any way certified with regard to any medical care or treatment any participant in the youth sports program may need or require. The duty of any coach, coordinator, volunteer or other adult participant is that of ordinary care only. At any time the undersigned, or any other parent, or other person to whom the undersigned or other parent has delegated the responsibility of care and supervision of any child/children/ward(s), whether named above or a non-participant, is present at any activity or function of the SCYA, primary responsibility for the supervision, care and safety of any such child/children/ward(s) rests with the parent or other accompanying adult.
3. I agree to comply with the program's stated and customary terms and conditions for participation, and to require others who may attend any SCYA activities to do likewise.
4. I for myself, my spouse, my child/children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, hereby release, absolve, indemnify and hold harmless the Spring Creek Youth Association; its directors, officers, officials, coaches, agents, employees, volunteers, 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 injury, disability, death, or loss or damage to person or property incident to my child/ward's involvement or participation in these programs, whether arising from the negligence of the Releasees or otherwise, provided however that this release shall not apply to any liability of any person or entity to the extent that such person or entity is covered by any otherwise applicable policy of liability insurance; in that case I for myself, my spouse, my child/children, and on behalf of my/our heirs, assigns, personal representatives and next of kin, stipulate and covenant that no judgment obtained against any such covered person or entity shall be enforced except to the extent of any applicable liability insurance coverage, and once such coverages are paid and/or exhausted, any judgment obtained against any

covered person or entity shall be cancelled, and any pending or threatened litigation shall be dismissed or released.

**I HAVE READ THE 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.**

\_\_\_\_\_ (PARENT/GUARDIAN SIGNATURE) with phone number \_\_\_\_\_ (PRINT NAME)

Date Signed: \_\_\_\_\_ (WITNESS)