Avon Parks & Recreation Department
Co-ed Softball 2021 Team Roster

Team Name:_____

Team Manager Name:_____

Manager Agreement: With my signature I accept full responsibility for any and all indebtedness incurred by this team and further agree to abide by all rules and regulations set forth by the Avon Parks & Recreation Department.

Manager Signature:_____ Date:_____

AGREEMENT, WAIVER AND RELEASE

In consideration of being permitted by the City of Avon Parks and Recreation Department to participate in activities at Avon Parks and Recreation Facilities, I hereby waive, release and discharge any and all claims for damage for personal injury, death or property damage which I may have, or which may hereafter accrue to me, as a result of participation in activities at said facilities. This release is intended to discharge in advance the City of Avon, its officers, employees and agents from any an d all liability arising out of or connected in any way with my participation in activities at this or any other Avon Parks and Recreation facility even though that liability may arise out of negligence or carelessness on the part of those parties. It is un derstood that activities such as the ones I will be participating in involve an element of risk and danger of accidents and knowing th ose risks, I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding onmy heirs and assigns. I agree to indemnify and to hold harmless, the City of Avon, its officers, employees and agents from any loss, liability, damage, cost or expense which they may incur as the result of my death or any injury or property damage that I may sustain while participating in any activity at this or any other Avon Parks and Recreation facility. I understand that by participating all Participants consent to photo images taken by the Avon Parks and Recreation staff duri ng this activity to be used in any or all Avon Parks and Recreation publications and websites.

I hereby consent that the participant may participate in activities at this, or any other Avon Parks and Recreation facility and I hereby execute the Agreement, Waiver and Release on his/her behalf. I hereby affirmatively state that the said Participantis physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned abov e free and harmless from any loss, liability, damage, cost or expense that they may incur as result of the death or any injury or property damage that said participant may sustain while participating in activities at any such Avon Parks and Recreation Dep artment facility.

CITY OF AVON COVID-19 USER AGREEMENT & WAIVER

I, on behalf of myself and my minor child(ren) state the following: I understand the hazards of the novel coronavirus ("COVID -19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines and the Ohio Health Department ("OHD") orders and best practices regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day. I accept full responsibility for familiarizing myself with any changes to the OHD orders and best practices and CDC guidelines. Notwithstanding the risks to me and/or my minor child(ren) associated with COVID19, which I readily acknowledge, I hereby willingly choose to engage and allow my child(ren) to engage in activities at City of Avon facilities, including, but not limited to, the Avon Isle, Avon Lions Community Center, and all park property including p avilions within the City of Avon. I will follow, and see that my child(ren) follows the applicable laws and guidelines while utilizing City of Avon facilities. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my use of the recreation facilities and/or attendance at any event held at any recreation facilities and hereby RELEASE, WAIVE, DISCHAR GE, AND COVENANT NOT TO SUE the City of Avon, its officials, elected or otherwise, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my utilizing the recreation facilities and/or attending any event held at any recreation facilities.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, los ses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of inhouse or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID -19 or any other illness or injury to me or my child(ren). This Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE , AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO PERMISSION GRANTED BY RELEASEES TO US E THE RECREATION FACILITIES AND/OR ATTEND ANY EVENT HELD AT RECREATION FACILITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless A greement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by sa me.

COVID-19 Guidelines :

I have read the Ohio Department of Health Guidelines for Sports and Sports League

PLAYER NAME	BIRTHDATE	ADDRESS	CITY & ZIP	PHONE	E-MAIL	PLAYER SIGNATURE	DATE SIGNED	T-SHIRT
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