

ACCIDENT WAIVER AND RELEASE OF LIABILITY

If you have any questions, please
call Bryan McNamara
at 630-544-4074
or E-mail mackellys@aol.com

IMPORTANT
Bring this form, complete
with original signatures to the
Registration desk 30 minutes prior
to your 1st game. Please ensure all
your players check-in as a team. The
Team Waiver Form must be double
sided with the Participant Waiver
and Release of Liability Form. They
cannot and will not be accepted if
stapled together.
**NO PHOTOCOPIES WILL BE
ACCEPTED.**

Naperville Diamonds Softball Association- Participant Waiver and Release of Liability

1. I, THE UNDERSIGNED, hereby request permission to enter onto land, locations, facilities or premises and all sponsored event locations being used in the Naperville Diamonds Softball Association (the "NDSA") for the purpose of engaging in sporting and/or leisure activities.

2. IN CONSIDERATION of the permission granted to me to enter upon the afore-said land, locations, facilities or premises and the privilege of participation in the NDSA, I hereby, for myself and my heirs, executors, administrators, other personal representatives and assigns, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE any of the following:

(a) The NDSA or other organization incorporated or to be incorporated for the purpose of operating the NDSA, or any of its members or shareholders;

(b) Sponsors of the NDSA;

(c) Owners, operators and/or lessees of the lands, facilities, locations or premises in, at or upon which activities of the NDSA will take place;

(d) Volunteer workers assisting in the NDSA activities; and

(e) Any officers, directors, agents, servants, employees, governors or representatives of the foregoing;

(all of which persons are collectively referred to herein as the "NDSA"), from any and all liabilities, claims, suits, demands, actions and causes of action of any sort for any and all loss or damage, including but not limited to any injury to my person or property or resulting in my death, and including but not limited to any loss or damage caused by the negligence, gross negligence, or willful acts or omissions of the NDSA or any of them.

3. I FREELY AND VOLUNTARILY ASSUME ALL RISKS OF INJURY TO MY PERSON (INCLUDING DEATH ARISING THEREFROM) AND/OR DAMAGE TO PROPERTY that may be sustained in connection with my participation in the NDSA in, at or upon such lands, facilities, locations or premises, whether caused by the negligence of the NDSA or otherwise.

4. I am familiar with the lands, facilities, locations or premises in, at or upon which the activities in which I will participate will be conducted, and know and consent to the risks and dangers involved in such activities. I acknowledge that the NDSA or any one of them are not responsible or under any obligation to place any lands, facilities, locations or premises in any other condition other than what now exists so as to ensure my safety while I am a participant in the NDSA.

5. In executing this Waiver and Release of Liability, I confirm that my attendance and participation in the NDSA is voluntary. I agree to participate in the NDSA on behalf of the corporation named on the reverse of this document in accordance with all the applicable rules and regulations, which rules and regulations have been read and understood by me. I further recognize that I may obtain a copy of these rules and regulations by written request to the NDSA, 2863 West 95th Street, Unit 143-307 Naperville, IL 60564 or at the website, www.napervillediamonds.com

6. I agree that the NDSA Members may use my picture or likeness in connection with any promotion, publicity, marketing or advertisement for the NDSA. I release the NDSA Members from any and all liability arising out of the use of my picture or likeness, and agree not to make any claim or demand of any kind against the NDSA Members as a result thereof.

7. I agree that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid or unenforceable by a court of competent jurisdiction, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. It is hereby agreed that the courts of the State of Illinois shall have exclusive jurisdiction to entertain any action or proceeding arising out of this Waiver and Release of Liability, or out of the NDSA.

8. I further agree to indemnify and hold harmless the NDSA Members from any liability for injury to myself or my property or for any loss, damage or injury sustained by other participants or to their property caused by or arising out of my attendance and participation in the NDSA.

9. The provisions of this Waiver and Release of Liability shall survive my participation in the NDSA.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEES BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE HAD THE OPPORTUNITY OF OBTAINING LEGAL ADVICE CONCERNING THIS RELEASE AND WAIVER OF LIABILITY AND ITS EFFECT ON ME.
EXECUTED in the City of Plainfield, IL

PRINT FIRST & LAST NAME:

SIGNATURE:

X: _____