



Charleston Wiffle League

Little Creek Park - South Charleston, WV

Monday night beginning @ 5:30 pm

August 26th – September 23rd

Name(s): _____	Age: _____	Phone #: _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

All players must be at least 18 years of age. Charleston Wiffle League is an adult coed recreational Wiffleball league and therefore allows and encourages the participation of female players. There is **no cost** for players to participate in the Fall Ball season. Players may create a 3-5 player team of your own but may also sign up as an individual and be placed on an existing team.

Waiver of Liability and Hold Harmless Agreement

1. In consideration for receiving permission to participate in, and having agreed to play in Charleston Wiffle League games, tournaments, or other related activities, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Charleston Wiffle League, its officers, volunteers, hosts, or promoters (hereinafter referred to as RELEASEES), city of Charleston, & city of South Charleston from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.

2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to personal injury risks and/or property damage risks. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, which may be sustained by me, or any loss or damage of property, owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.

4. I understand that Charleston Wiffle League does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.

5. It is my expressed intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of West Virginia, regardless of where this Waiver of Liability and Hold Harmless Agreement are executed.

6. I understand and agree that any dispute arising under this agreement shall be arbitrated, in accordance with the rules of the American Arbitration Association, or a comparable alternative dispute resolution organization chosen by the RELEASEES. I hereby waive any right to a trial, by jury or a court, in any dispute arising under this Waiver of Liability and Hold Harmless Agreement.

7. I grant to the RELEASEES the irrevocable and unrestricted right to use and publish photographs, video, and statistics, including my name, of me, or in which I may be included, for editorial, trade, advertising, and any other purpose and in any manner and medium; and to alter and composite the same without restriction and without my inspection or approval. I hereby release the RELEASEES and their legal representatives and assigns from all claims and liability relating to said images.

8. I understand that the areas used for the Charleston Wiffle League is maintained solely as a open grassy fields and NOT leveled, improved areas which have been designed for organized athletic competitions.

9. BEFORE PARTICIPATING IN A CHARLESTON WIFFLE LEAGUE EVENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and agree to its terms voluntarily as my own free act and deed; I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Print Name: _____

Signature: _____
