**CEDAR RAPIDS BLUE DEVILS SOFTBALL ORGANIZATION**

**PLAYER & PARENT COMMITMENT AGREEMENT**

As a player for the Cedar Rapids Blue Devils, I understand and agree to give my best efforts and maintain the best attitude for the team. I understand that this is a team sport, and that I may be required to make personal sacrifices for the good of the team. I also commit to:

* Attend every practice and every game as scheduled unless excused by my Head Coach in advance.
* Maintain a positive attitude and good sportsmanship.
* Avoid gossip and unkind remarks about my teammates and coaches.
* Maintain a positive and friendly relationship with my teammates and coaches.
* Actively and willingly participate in all organizational activities and scheduled games and events.
* Give my best effort, mentally and physically, always.
* Accept instruction from my coaches and attempt to utilize what has been taught to me by the coaches.
* Be dedicated to the Blue Devil organization only and play for no other softball team.

Finally, I agree that I will maintain my commitment as a player to my teammates, my team, and the organization until my time with the Blue Devils organization has concluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Player Date

As a parent, I have discussed each of the foregoing matters with my daughter. Also, I understand and agree that I will do the following;

* Have my daughter at every practice and every game as scheduled unless excused.
* Maintain a positive attitude and good sportsmanship.
* Avoid gossip and unkind remarks about my daughter’s teammates and coaches.
* Maintain a positive and friendly relationship with the parents in the organization and with the coaches.
* Actively and willingly participate in all organizational activities and events.
* All Blue Devils apparel must be approved by the board & made available to the entire organization. No Pirated items will be allowed.

Finally, I agree that my daughter shall maintain her commitment as a player to her teammates, the team, and the organization until her time with the Blue Devils program has concluded.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Date Parent/Date

**RELEASE OF LIABILITY**

I, as legal and custodial parent(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

hereby acknowledge that the game of softball carries with it the potential risk on physical

injury and harm to my daughter. In consideration of my daughter's participation as a

player in the Cedar Rapids Blue Devils Softball Organization, I hereby release and hold

harmless the Cedar Rapids Blue Devils Softball Organization, the sponsors, coaches,

players, and any parents of my daughter's teammates from any and all injury, damage or

liability as a result of transporting to or from, or participation in softball practices, games or

tournaments, or any activities in connection therewith.

I understand that this release covers practice, play, and any other Blue Devil

sponsored events throughout the entire calendar year, beginning on (Date)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and will continue until my participation in the Cedar Rapids Blue Devils

Softball Organization has completed. I have read this Release in full, understand its terms

and consequences completely, and execute this document on behalf of myself and my

daughter.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Player/Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Legal Guardian/Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent/Legal Guardian/Date

MEDICAL AUTHORIZATION/CONSENT FOR TREATMENT

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as the legal and custodial parent of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, do hereby authorize a representative of

the Cedar Rapids Blue Devils Softball Organization, identified by the presentation of this form, to

use his/her judgment in obtaining immediate medical care and treatment as my daughter may

require, and hereby further consent to the provision of any and all said medical care. This consent

shall remain valid from the date of execution through the completion of the Spring/Summer season

with Cedar Rapids Blue Devils Softball Organization.

Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cedar Rapids, Iowa.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PARENT/LEGAL GUARDIAN

**PLAYER INFORMATION**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PLAYER'S PHYSICIAN: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; TELEPHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

KNOWN ALLERGIES: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDITIONAL MEDICAL CONDITIONS THAT MAY NEED ATTENTION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

REQUIRED MEDICATIONS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FAMILY INSURANCE POLICY:

COMPANY NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POLICY NUMBER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In consideration of participating in all sporting activities and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence of T&H Transport, Inc Facility and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releases’"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

**I.** I acknowledge that any and all sporting activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, participation and/or action in sporting activities that might result in injury, medical conditions resulting from physical activity, and damaged clothing or other property. I understand such risks simply cannot be eliminated. despite the use of safety equipment, without jeopardizing the essential qualities of the activity. **2.** I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releases’. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation. **3.** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releases from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releases’ or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. **4.** I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition. **5.** I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

Parent Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Parent Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address City \_\_\_\_\_\_\_\_\_\_State \_\_\_\_\_\_\_\_\_Zip \_\_\_\_\_\_\_\_\_\_ Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT** (Must be completed for participants under the age of 18)In consideration of (minor's listed below) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releases’ from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor. Print Names of family members below who may possibly enter the Devils Den.

Parent or Guardian Print Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CEDAR RAPIDS BLUE DEVILS PUBLICATION/WEBSITE CONSENT**

The Cedar Rapids Blue Devils organization wishes to obtain permission to use your name and image on its website and other publication materials through your time as a Blue Devil volunteer. As you are likely aware, there are potential dangers associated with the publication of personal information and images on the internet and such information will be available to the general public.

TO GRANT PERMISSION:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [print name] (“Player”), being fully informed of the associated risks, hereby grant Cedar Rapids Blue Devils Softball Organization, an Iowa nonprofit corporation doing business as Cedar Rapids Blue Devils Softball Organization (“Blue Devils”), the royalty-free right and permission to use Player’s name and publish photographic images and/or videotaped images of the Volunteer on the Blue Devil’s website and in other print or digital media, including for promotional purposes for the Blue Devils.

The undersigned further acknowledges that neither the undersigned nor any other party shall: (i) receive financial compensation of any type in the event the Player’s name or image is published, or (ii) have any right to inspect or approve of the final product where Volunteer’s image or name appears. However, the undersigned is permitted to withdraw his/her permission granted hereunder by providing two weeks advanced written notice to the Blue Devils of such revocation.

The undersigned hereby agrees to hold harmless and release the Blue Devils and its agents from all liability and causes of action arising out of its use of Player’s name or image. This release shall be binding on the undersigned, and each of their respective heirs, representatives, executors, administrators, or other persons acting on their behalf.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Player’s Signature (Parent if under 18) Date\_\_\_\_\_\_\_\_\_\_

TO REFUSE PERMISSION:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [print name] (“Player”) hereby refuse to grant Cedar Rapids Blue Devils Softball Organization, an Iowa nonprofit corporation doing business as Cedar Rapids Blue Devils Softball Organization (“Blue Devils”), permission to use Volunteer’s name, publish photograph images, or publish videotaped images of the Volunteer on the Blue Devil’s website or in other print or digital media.

In the event the undersigned later grants the Blue Devils permission to use Player’s name or image, this refusal shall be null and void.

The undersigned acknowledges that Player’s name and/or image may be published through sources other than the Blue Devils, which has not been approved or sponsored by the Blue Devils, and in those instances, the undersigned shall hold the Blue Devils harmless and release the Blue Devils and its agents from all liability and causes of action arising out of such use of the Volunteer’s name or image.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Player’s Signature (Parent if under 18) Date\_\_\_\_\_\_\_\_\_\_\_\_

CEDAR RAPIDS BLUE DEVILS PUBLICATION/WEBSITE CONSENT

The Cedar Rapids Blue Devils organization wishes to obtain permission to use your name and image on its website and other publication materials during your time as a Blue Devil volunteer. As you are likely aware, there are potential dangers associated with the publication of personal information and images on the internet and such information will be available to the public.

TO GRANT PERMISSION:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [print name] (“Volunteer”), being fully informed of the associated risks, hereby grant Cedar Rapids Blue Devils Softball Organization, an Iowa nonprofit corporation doing business as Cedar Rapids Blue Devils Softball Organization (“Blue Devils”), the royalty-free right and permission to use Volunteer’s name and publish photographic images and/or videotaped images of the Volunteer on the Blue Devil’s website and in other print or digital media, including for promotional purposes for the Blue Devils.

The undersigned further acknowledges that neither the undersigned nor any other party shall: (i) receive financial compensation of any type in the event the Volunteer’s name or image is published, or (ii) have any right to inspect or approve of the final product where Volunteer’s image or name appears. However, the undersigned is permitted to withdraw his/her permission granted hereunder by providing two weeks advanced written notice to the Blue Devils of such revocation.

The undersigned hereby agrees to hold harmless and release the Blue Devils and its agents from all liability and causes of action arising out of its use of Volunteer’s name or image. This release shall be binding on the undersigned, and each of their respective heirs, representatives, executors, administrators, or other persons acting on their behalf.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Volunteer’s Signature Date\_\_\_\_\_\_\_\_\_\_\_\_

TO REFUSE PERMISSION:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [print name] (“Volunteer”) hereby refuse to grant Cedar Rapids Blue Devils Softball Organization, an Iowa nonprofit corporation doing business as Cedar Rapids Blue Devils Softball Organization (“Blue Devils”), permission to use Volunteer’s name, publish photograph images, or publish videotaped images of the Volunteer on the Blue Devil’s website or in other print or digital media.

In the event the undersigned later grants the Blue Devils permission to use Volunteer’s name or image, this refusal shall be null and void.

The undersigned acknowledges that Volunteer’s name and/or image may be published through sources other than the Blue Devils, which has not been approved or sponsored by the Blue Devils, and in those instances, the undersigned shall hold the Blue Devils harmless and release the Blue Devils and its agents from all liability and causes of action arising out of such use of the Volunteer’s name or image.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Volunteer’s Signature Date\_\_\_\_\_\_\_\_\_\_\_\_

Must be submitted by all coaches, board members, and anyone else that may potentially provide assistance at Blue Devil practices, games, and event