

**Montclair State University Softball Clinic**  
**Online Registration Waiver and Release of Liability**

I, \_\_\_\_\_  
[Participant's Full Name and/or Parent or Guardian of Participant]

in consideration of my/my child's participation in the Montclair State University Softball Clinic (the "Program"), hereby acknowledge and agree to the terms and conditions set forth in this waiver.

1. Waiver and Discharge. I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS Montclair State University, its Trustees or Board of Directors, Montclair State University Softball, coaches and their respective officers, servants, agents, volunteers, or employees (herein collectively referred to as "Releasees") FROM ANY AND ALL LIABILITIES, RESPONSIBILITIES, CLAIMS, DEMANDS, CAUSES OF ACTION OR INJURY, INCLUDING DEATH, that may be sustained by me and/or my child while participating in the Program in any way, whether caused by Releasees' negligence or otherwise, or while on the premises owned or leased by Releasees, or affiliated to Montclair State University. I acknowledge there may be physically strenuous activities. I know of no medical reason why I and/or my child should not participate.

2. Assumption of Risk. I am fully aware that there are inherent risks involved with the participation in the Program, including but not limited to possible physical injury (including, but not limited to, broken bones, strains, sprains, bruises, concussions, heart attack, heat exhaustion, burns, etc.) and loss of life, and illness and/or death resulting from contracting COVID-19 while participating in the Program in any way, and I and/or my child choose to voluntarily participate in the Program with full knowledge that such use and/or participation may be hazardous to me/my and/or my child/child's health and/or my and/or my child's property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, ILLNESS, INCLUDING DEATH, that may be sustained by me and/or my child as a result of participating in the Program. I further agree to indemnify and hold harmless the Releasees for any loss, liability, judgment, settlement, damage or costs, including court costs and attorney's fees for both the trial and appellate levels that may occur as a result of or in any way related to my and/or my child's participation in the Program, whether caused by Releasees' negligence or otherwise.

3. Medical Authorization: I authorize the Program, as well as the Program staff, to provide or arrange for necessary medical treatment in the event of injury or illness during my/my child's participation in the Program. I understand that I will be responsible for any medical expenses incurred on my behalf and agree to provide a copy of my or my child's health insurance coverage to the health care or emergency services provider.

4. No Insurance: I understand that Releasees do not maintain any insurance policy covering any circumstance arising from my and/or my child's participating in the Program, including any injury, illness, or death that I and/or my child may sustain. As such, I am aware that I should review my and/or my child's personal insurance coverage.

5. Photography and Publicity: I grant the Program permission, together with an irrevocable license, to use the likeness of me or my child collected by way of photographs, video recordings, or any other media taken during the Program for any promotional or publicity purposes without any compensation to me.

6. Compliance with Rules and Instructions: I agree to comply with all rules, regulations, and instructions provided by the Program staff before or during the Program, including the rules and regulations of Montclair State University, as well as the municipality, county, and state within which the Program takes place.

7. Certification: I hereby certify that I am at least 18 years of age and am the legal guardian of the above-named child (Participant Name) and am legally competent to sign this release form. It is my express intent that this release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, and my child's heirs, assigns, and personal representatives, as well as myself and my child if I and/or my child am/are deceased, and shall be governed by the laws of the State of New Jersey.

8. I hereby represent that I HAVE READ THIS RELEASE FORM IN ITS ENTIRETY AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements, or inducements apart from this release form have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

Participant's Full Name (Printed): \_\_\_\_\_

Participant's Signature (Typed/Signed): \_\_\_\_\_  
or Parent/Legal Guardian if under 18

Date: \_\_\_\_\_

(Note: Participants can electronically acknowledge their agreement to the terms by typing their full name and date during the online registration process.)