In return for being allowed to participate in **MPFO Softball Foundation** events and all related activities, including any activities incidental to such participation, the undersigned. The participant acknowledges that they are stating they are over the age of 18. (hereafter referred to using "I", "me", or "my") releases and agrees not to sue the **MPFO Softball Foundation** or its officers, directors, employees, sub-contractors, sponsors, agents, volunteers and affiliates ("the Foundation") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Activities wherever, whenever, or however the same may occur.

I understand and agree that the **MPFO Softball Foundation** is not responsible for any injury or property damage arising out of the Activities, even if caused by their ordinary negligence or otherwise.

I understand and agree that the **MPFO Softball Foundation** is not responsible for theft of or property arising out of the Activities, even if caused by their ordinary negligence or otherwise.

I understand that participation in Activities involves certain risks, including, but not limited to, serious injury and death. I am voluntarily participating in the Activities with knowledge of the danger involved and I agree to accept all risks of participation.

I also agree to indemnify and hold harmless the **MPFO Softball Foundation** for all claims arising out of my participation in the Activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the state in which the Activities take place and agree that if any portion of this Agreement is invalid, the remainder will continue with full legal force and effect.

I also acknowledge that the **MPFO Softball Foundation** has not arranged and does not carry any insurance of any kind for my benefit or that of my parents, guardians, trustees, heirs, executors, administrators, successors, and assigns.

I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in Activities.

I also understand that this document is a contract that grants certain rights to and eliminates the liability of the **MPFO Softball Foundation**.