

PALM BEACH GARDENS YOUTH ATHLETIC ASSOCIATION
WAIVER AND RELEASE OF LIABILITY

Palm Beach Gardens Youth Athletic Association ("PBGYAA") is a non-profit organization with volunteer officers and coaches. Every player, parent and volunteer must read and abide by the rules and guidelines for their respective sports program(s), as well as the PBGYAA By Laws and Code of Conduct. PBGYAA sports include: Baseball, Basketball, Flag Football, Football, Lacrosse, Soccer and Softball at various levels, including recreation, travel, and All Star. Keep in mind that our intent is the development of good character, citizenship, and sportsmanship through sports. Your child's health and safety is of the utmost importance. We require that each registrant have medical approval to participate in his or her chosen sport. THIS IS A TWO PAGE FORM: PLEASE READ BOTH PAGES AND SIGN IT, DATE IT, AND RETURN IT TO YOUR COACH.

1. INSURANCE AND MEDICAL CARE

All participants must have primary medical insurance. Each child participating in sports must have an adult responsible for him or her at each practice, tournament, and other PBGYAA sponsored event. By signing this form, the parent or guardian of the identified participant, agrees to the above PBGYAA rules and approves the identified participant participating in PBGYAA's programs, and grants permission to PBGYAA to obtain medical care for the player named herein at such times as the parent or guardian cannot be contacted. This authorization shall include all league activities, including the period required to travel to and from those activities.

2. AGREEMENT TO ABIDE BY PBGYAA CODE OF CONDUCT

Each participant, parent, and volunteer is required to abide by the Code of Conduct and disciplinary Guidelines and, by signing below, agree to abide by its requirements.

3. RELEASE OF PHOTOGRAPHS AND VIDEOS

PBGYAA may take photographs and videos of participants enrolled in the program. These photographs may be used in future program booklets, on the PBGYAA website, and in PBGYAA promotional and marketing materials. By signing below, I agree to such use.

4. REFUND POLICY

The PBGYAA current policy is that no refunds will be given once the season begins (which is signified by the appointment to teams and the first scheduled practice occurring. Prior to the date of the first practice, registration fees may be refunded, but cancellation fees apply. Current cancellation fees are \$40 for residents (non-resident cancellation fees will also apply, which may differ by sport).

5. ASSUMPTION OF RISK

Youth sports are, by their very nature, potentially dangerous and engaging in such sports have an inherent risk of injury. The risks of injury, including bodily injury and even fatal injury, may be associated with actions or inactions of fellow players or participants and/or others. The risks of injury may also include economic damages in a variety of forms and/or risks not currently known or foreseeable. By signing below I acknowledge the inherent risk of allowing my child to play in the PBGYAA and assume all risks of injury, harm, loss, or damage, of whatever nature, in connection with any actions or events organized by, facilitated by, or associated with the PBGYAA, including but not limited to risks of injury, harm, loss, and/ or damage caused or alleged to be caused in whole or in part by the negligence of the Releasees described below.

6. VENUE AND JURISDICTION

I agree that the laws of the State of Florida govern my relationship with PBGYAA and that venue for any action between me and the PBGYAA will be brought only in Palm Beach County, Florida.

7. RELEASE AND ACKNOWLEDGEMENT

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE PBGYAA, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM PBGYAA, ITS OFFICIALS, VOLUNTEERS AND OFFICERS, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND PBGYAA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

FURTHERMORE, I DO HEREBY ACKNOWLEDGE AND AGREE THAT ANY AND ALL ACKNOWLEDGEMENTS AND/OR WAIVERS MADE, GRANTED, OR CONFERRED HEREINABOVE WITH RESPECT TO PBGYAA ARE HEREBY ALSO MADE, GRANTED, AND CONFERRED UPON THE CITY OF PALM BEACH GARDENS, ITS EMPLOYEES, OFFICERS, AGENTS, AND REPRESENTATIVES AS IF FULLY SET FORTH HEREIN.

I HAVE READ AND, ON BEHALF OF MYSELF, MY FAMILY, AND MY CHILD, AGREE TO THE ABOVE PROVISIONS.

PARENT OR GUARDIAN:

PRINTED NAME OF PARENT OR GUARDIAN:

PRINTED NAME OF PARTICIPANT: