

Print Waiver

Event Summerlin South Little League - Spring 2010

Waiver

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

LITTLE LEAGUE PLAYER REGISTRATION & MEDICAL RELEASE WAIVER: 1. I/We, the parents/guardians of the above-named candidate for a position on a Little League team, hereby give my/our approval to participate in any and all Little League activities, including transportation to and from the activities.

2. I/We know that participation in baseball or softball may result in serious injuries and protective equipment does not prevent all injuries to players, and do hereby waive, release, absolve, indemnify, and agree to hold harmless the local Little League, Little League Baseball, Incorporated, the organizers, sponsors, supervisors, participants, and persons transporting my/our child to and from activities from any claim arising out of any injury to my/our child whether the result of negligence or for any other cause.

3. I/We agree to return upon request the uniform and other equipment issued to my/our child in as good conditions as when received except normal wear and tear.

4. I/We agree that our child (candidate) may be required to evaluate out for a team. If the player does not attend one of the required the evaluations, local Player Agent and/or Board-of-Directors' approval is required for such candidate to be placed in certain divisions.

5. I/We agree that our child (candidate) may be chosen at any time to play on a Major Division team, if he or she is of the correct age for such division as determined by the local league and Little League Baseball. Declining to move up to such Major Division team will result in forfeiture of eligibility for the Major Division for the current season, and may be subject to further restrictions by the local league.

6 I/We attest and affirm that we reside within Summerlin South Little League's boundaries (Summerlin residents that live West of 215 Beltway or South of Charleston). We desire our child to play Little League Baseball in the Summerlin South Little League (SSLL) and understand that SSLL requires that all players reside within its league boundaries. In addition, I/We understand that eligibility to play in SSLL regular season does not guarantee the player will be eligible for all-star play after the season.

I/We agree: (1) that Little League Baseball, the ultimate governing body of SSLL, and the all-star tournaments, has established very strict criteria for being eligible for participation on our all-star teams; and (2) the following applies for any player to be considered for an all-star team:

Residence. The player **MUST** live within the boundaries of the league unless a waiver from Little League Baseball was obtained prior to the season beginning. If for some reason a player does not live within the league's boundaries at the time of the tournament, and does not qualify for a league boundary waiver (which should have been previously approved by Little League Baseball at the beginning of the regular season), then that player will not be eligible for the all-stars. The league President and Player Agent will personally verify that the players are within the league boundaries.

I/We agree to provide proof of legal residence (as defined by Little League Baseball, Incorporated) and age on demand at any time by any member of the SSLL Board of Directors. I/We understand that our child (candidate) must be eligible under the residence and age regulations of Little League Baseball, Incorporated, to participate in this Local League, and that if any controversy arises regarding residence and/or age, any decisions regarding participation in this League shall be vested in the Board of Directors of Summerlin South Little League and/or the Charter Committee in Williamsport, and shall be final and binding. I/We further understand that if any participant on a Little League Team does not qualify for participation in the league based on residence (as defined by Little League Baseball, Incorporated) and/or age, such participant and/or team on which he/she participates be found ineligible, and forfeit(s) and/or suspension of Tournament privileges may be decreed by action of the Charter Committee or Tournament Committee. 7. I/We will furnish a certified birth certificate of the above-named candidate to League Officials.

WARNING: Protective equipment cannot prevent all injuries a player might receive while participating in Baseball/Softball.

Little League does not limit participation in its activities on the basis of disability, race, color, creed, national origin, gender, sexual preference or religious preference.

ACTIVE REGISTRATION AGREEMENT AND LIABILITY WAIVER (the "Agreement and Waiver")

1. Authority to Register and/or to Act as Agent. You represent and warrant to The Active Network, Inc. ("Active") that you have full legal authority to complete this event registration on behalf of yourself and/or any party you are registering (the "Registered Parties"), including full authority to make use of the credit or debit card to which registration fees will be charged. As used in this Agreement and Waiver, Active refers to The Active Network, Inc. and any and all subsidiaries, affiliated entities, or entities that control or are controlled by Active singly or together and its officers, employees, contractors, subcontractors and agents.

If you are registering a child under the age of 18 or an incapacitated adult you represent and warrant that you are the parent or legal guardian of that party and have the legal authority to enter into this

agreement on their behalf and by proceeding with this event registration, you agree that the terms of this Agreement and Waiver shall apply equally to all Registered Parties. By registering a child under 13, you agree and consent to the collection of that child's information which you provide for the purposes of registration.

2. *Waiver.* YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS, AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MAY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND CONVEY NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATION IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

3. *Limitation of Liability; Disclaimer of Warranties.* ACTIVE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM (A) THE USE OR THE INABILITY TO USE ACTIVE OR (B) FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES OR (C) RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH ACTIVE OR (D) RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE, EVEN IF ACTIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU EXPRESSLY AGREE THAT USE OF ACTIVE IS AT YOUR SOLE RISK. ACTIVE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ACTIVE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Active makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

4. *Indemnification.* You agree to indemnify and hold each of Active harmless from and against any and all damages, costs, claims or demands, including reasonable attorneys' fees, made by any third party due to or arising from or relating to your use of Active or the violation of any term of this Agreement and Waiver as well as the Terms of Service located at: <http://www.activenetwork.com/terms-of-use.htm> by you.

5. *Applicable Law; Consent to Jurisdiction.* The Active sites (excluding linked sites) are controlled by Active from its offices within the State of California, United States of America. By completing this event registration, both you and Active agree that the statutes and laws of the State of California, without regard to the conflict of laws principles thereof, will apply to all matters relating to this event registration, this Agreement and Waiver, the Terms of Use or other use of the Active sites. You agree that exclusive jurisdiction for any dispute with Active resides in the courts of the State of California and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of California in connection with any dispute including any claim involving Active or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers and content providers.

6. *Severability.* You further expressly agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any provision of this Agreement and Waiver shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and Waiver and shall not affect the validity and enforceability of any remaining provisions.

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Active makes no warranty that the Active sites' services will be uninterrupted, secure or error free. Active does not guarantee the accuracy or completeness of any information in, or provided in connection with, the Active sites. Active is not responsible for any errors or omissions, or for the results obtained from the use of such information. You understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Active sites is at your own discretion and risk and that you will be solely responsible for any damage to your own computer system or loss of data that results from the download of such material and/or data.

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