## **EVENT REGISTRATION/RELEASE FORM**

## SOFTBALL ACCIDENT WAIVER, RELEASE OF ALL LIABILITY AND ASSIGNMENT OF CLAIMS

## As consideration for being allowed to participate in the event(s) described below I agree:

- 1. I acknowledge that the softball tournament is a potentially hazardous activity which can be a test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of softball equipment, actions of other people including, but not limited to organizers, participants, volunteers, spectators, agents, The Pittsburgh Section of the American Society of Highway Engineers (ASHE), the Mid-Atlantic Section of the Institute of Transportation Engineers (MASITE), the American Society of Civil Engineers (ASCE), and Women's Transportation Seminar (WTS) and its officers and directors. These risks are not only inherent to softball players, but are also present for spectators and volunteers. I hereby assume all of the risks of participating, viewing and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities organizing or conducting this event and hereby release them of all possible liability. I certify I am at least 18 years old. I promise not to sue and agree to pay all court costs and all attorney fees that result from my action, civil or otherwise.
- 2. I certify that I am physically fit with no known physical or mental impairment and have prepared for participation in the event(s). I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers of the event(s), in which I may participate and that it will govern my actions and responsibilities at said events. I certify that I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment. I certify that I have fully adequate insurance to cover all medical claims, any other equipment and any damage or liability I may ultimately be found responsible for, during all travel to the point of my entry into the softball tournament, the softball tournament, and the period between the end of the softball tournament and my return to my final destination.
- 3. In consideration of my being permitted to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me during the event or during my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors, sponsors, representatives, agents, volunteers and (B) indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made by other individuals or entities as a result of any of my actions during this event. Accordingly, I do hereby release and discharge The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors, sponsors, representatives and agents, and their officers, agents and its employees from all claims, demands, and causes of action of every kind whatsoever for any death, damages and /or injuries which may result from my participation in this event. This shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.
- 4. I hereby consent to receive medical treatment, which may be deemed advisable in the event of injury, accident and or illnesses during the event(s). I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.
- 5. I certify I will wear all necessary personal protective equipment while participating in softball at this event. I agree to abide by the directions/rules given by the organizers of this event and understand that my privilege to participate may be removed without refund if I am in violation of the rules set forth or acting/performing in an unsafe manner, or any manner disruptive to the operation of the event(s).

- 6. I agree to pay for all expenses (including, but not limited to lodging, food, beverages, gasoline, oil, repairs and maintenance and any other costs or expense) I may incur intending that The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors shall be totally free of such costs and expense.
- 7. As additional consideration for being allowed to participate in the event(s) described below, I hereby assign to The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors any claim I have or might have, in contract or in tort in any way, shape, form or fashion arising out of its action, the actions of other riders or anyone that participates in or comes in contact with participants in the event(s). This assignment is intended by all parties to be a full and complete assignment of any claim I have against The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors, sponsors, volunteers, representatives and agents, or may have against entities and individuals listed in this paragraph whether directly or through third parties. The intent of the parties is that The Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors, ride organizers, sponsors, volunteers, representatives and agents shall be liability free with regard to anything in any way connected with the event.
- 8. I hereby release the Pittsburgh Section of the American Society of Highway Engineers, the Mid-Atlantic Section of the Institute of Transportation Engineers, the American Society of Civil Engineers, and Women's Transportation Seminar and its officers and directors from any and all claims based upon or arising out of the use, reproduction, distribution, display or performance of all or any part of the photographs or recording, or any derivative thereof, including any claim of invasion of privacy or right of publicity.

I hereby certify that I have read both pages of this Waiver, Release and Assignment of Claims in its entirety. My signature below indicates that I fully understand it and agree to its contents.

## Full Signature (Parent/ Guardian if under the age of 18)

	agreement to	

Printed participant name: \_\_\_\_\_

Date:

Printed parent/ guardian name: \_\_\_\_\_

NOTE: The remaining space may be used for a full event description, including the full title of event, the date(s) of event and location(s). Additional registration information, ie., full printed name and address, phone, email, emergency contact, and other information may be useful for the administration of the event.

ASHE Pittsburgh, MASITE, ASCE, and WTS 2024 Joint Softball Tournament June 1, 2024 (9:00 AM to 6:00 PM) South Park (South Park Township, PA 15219)