

**National Wheelchair Softball Association (NWSA) Waiver & Release of Liability**  
**2010 National Wheelchair Softball Tournament**  
**August 19-21, 2010**

In consideration of being allowed to participate in the above named tournament, related events and activities, the undersigned acknowledges, appreciates and agrees as follows I, \_\_\_\_\_, hereby release, hold harmless, and forever discharge, the National Wheelchair Softball Association (NWSA), the Paralyzed Veterans of America (PVA), all of their officers, directors, members, agents, and/or employees, and, any and all sponsors, officials, volunteers, and other participants of the 2010 National Wheelchair Softball Association Championship Tournament (hereinafter "RELEASEES"), from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or any property belonging to me, whether arising from the negligence of any of the RELEASEES, or otherwise, while participating in the above named tournament.

The risk of injury from the activities involved in this tournament is significant, including the potential for serious bodily injury, including death, and property damage. I am fully aware of the risks and hazards associated with participating in this activity and I voluntarily, without any inducement, elect to participate in the activity. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR ANY PROPERTY DAMAGE, OR ANY PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY ME AS A RESULT OF BEING ENGAGED IN SUCH ACTIVITY.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will remove myself from participating and bring such to the attention of the nearest official immediately.

I hereby consent to medical treatment in the case of emergency. I agree to assume full responsibility for payment of any and all fees incurred as a result of such medical treatment.

This release and hold harmless agreement is binding on myself, my heirs, assigns, personal representatives, administrators, and next of kin.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Printed Name \_\_\_\_\_

**FOR PARTICIPANTS UNDER THE AGE OF 18**

This is to certify that I, \_\_\_\_\_ the undersigned, am the \_\_\_\_\_

(parent and natural guardian or legal guardian) of \_\_\_\_\_. I hereby represent that I am, in fact, acting in such capacity and agree to save and hold harmless and indemnify each of the above RELEASEES from any and all liability, loss, cost, claim or damage whatsoever (including reasonable attorneys' fees) that may be imposed upon them because of any defect in or lack of such capacity to so act, on behalf of my child, my child's other parent(s) and guardians. I consent and agree to my child's participation in the event, and I consent and agree to my child's release as provided above of all the RELEASEES, and for myself, my heirs, assigns, personal representatives and next of kin, I release and agree to indemnify and hold harmless the RELEASEES from any and all liabilities incident to my minor child's involvement or participation in this tournament as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE. I acknowledge that I have read and understand the above document and am fully aware of the legal consequences of signing this instrument.

I hereby give permission for the staff of the RELEASEES to seek, during the period of the program, emergency medical attention for my child, and for the medical attention to be given in the event of accident, injury or illness. I agree to bear the full responsibility for the cost of such care.

Parent Signature \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Child date of birth: \_\_\_\_\_ Insurance Company \_\_\_\_\_ Policy # \_\_\_\_\_

# **National Wheelchair Softball Association (NWSA) Players' Code of Conduct**

## **2010 National Wheelchair Softball Tournament**

### **August 19-21, 2010**

All Participants Are Required to Abide by the Players' Code of Conduct. "Player" means **any** participant, i.e., player, squad member, coach, manager, scorekeeper or fan. If a player is ejected from a game in this tournament or violates any of the provisions of this code of conduct, it will be up to the Commissioner to decide if/what penalties are levied.

**NWSA's Commissioner** has the power and full discretion of imposing penalties on all violations of player's code of conduct. For any violation not explicitly stated in the code, the penalty will be at the discretion of the Commissioner. The Commissioner's decisions and rulings are subject to review, and reversal by majority vote, of NWSA's Executive Committee.

**Game Officials (Umpires)** have general authority to handle unsportsmanlike conduct in accordance with ASA Rule 10, Section 9, and use ASA conduct guidelines for all other guidance. The Game Official in Charge may either suspend or declare forfeit any game where in his or her judgment there has been a violation of the code, making it unsafe to continue the contest.

#### **No Player May:**

1. Refuse to abide by an official's decision, continue arguing official's final decisions, threaten an official, or at any time lay a hand upon, push, shove, or strike an official.
  - o **Penalty:** Officials will eject player or players from the game and report the incident to the Commissioner.
2. Demonstrate objection to an official's decision by throwing any object, and no object shall be thrown in any manner, for any reason, that an official judges to be dangerous.
  - o **Penalty:** Officials will eject player or players from the game and report the incident immediately to the Commissioner
3. Use unnecessarily or intentional rough tactics in the play of the game against the body and person of any opposing player.
  - o **Penalty:** Officials will eject player or players from the game and report the incident to the Commissioner.
4. Be guilty of an abusive verbal attack upon any player, official, or spectator. Any use of profanity, obscene or vulgar language in any manner, at any time, will not be tolerated.
  - o **Penalty:** Officials are required to warn players guilty of infractions of this rule, and failure of such players to comply will result in their immediate ejection from the game.
5. Be responsible for the presence of intoxicating or illegal substances, use any intoxicating substances, or appear to be in an intoxicated condition in the team area or while on the field of play.
  - o **Penalty:** Officials will eject player or players from the game and report the incident to the Commissioner.
6. Smoke while coming off the field of play, smoke while going onto the field of play, or smoke while on the field of play or in a team's dugout. Smoking may only be in the designated area in-between games.
  - o **Penalty:** Officials are required to warn players guilty of infractions of this rule, and failure of such players to comply will result in their ejection from the game.
7. Permit anyone to remain in the team area during the game who is not a roster member of the team. Managers, scorekeepers, batboys and batgirls are accepted or the media.
  - o **Penalty:** Officials will notify a team's manager if this rule is not complied with. Thereafter, failure to cooperate with officials in enforcing this rule shall result in forfeiture of the game.
8. Participate in any activity that will embarrass or subject the Tournament to possible ejection from the tournament site or host hotel.
  - o **Penalty:** Tournament Director will notify a team's manager if this rule is not complied with. Thereafter, the player(s) involved will be ejected from the tournament and/or the host hotel.

**National Wheelchair Softball Association (NWSA)**  
**Photo & Video Consent and Release From Liability**  
**2010 National Wheelchair Softball Tournament**  
**August 19-21, 2010**

I hereby grant permission for NWSA, New York Mets Wheelchair Softball Team, Sports N Spokes, and those acting under their permission to copyright, use, publish, display, produce, duplicate and distribute the photographic, video, and/or sound recordings of me as stated in the description above. I further grant permission for the above parties to use segments or portions of the above product for announcements, informational film clips, or other uses necessary to provide information, stories, promotional materials, articles, promotion via a web site or advertisement. (Examples of this might include: newsprint ads, brochures, postcards, invitations, program covers, website icons, outdoor banners, signs, Marquee posters, correspondence NWSA, New York Mets Wheelchair Softball Team, Sports N Spokes, and those acting under their permission from any liability to the extent permitted by law, for the preparation, distribution, and use of the product, as described above.

**Player Signature** \_\_\_\_\_ **Printed Name** \_\_\_\_\_ **Date** \_\_\_\_\_

**Date of Birth** \_\_\_\_\_

**Player Contact and Bio info:**

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone: \_\_\_\_\_ cell: \_\_\_\_\_ Email: \_\_\_\_\_

Veteran (Y/N) \_\_\_\_\_

**Voluntary Info:**

Disability Type: \_\_\_\_\_ Disability Cause: \_\_\_\_\_  
(SCI, MS, Spinal Bifida, Amputee, etc.) (Motor vehicle accident, diving, virus, birth, etc)

Veteran (Y or N)