



Kyle P.A.R.D. Adult Kickball

Player and Coach Contract/
Release of Liability & Waiver

● Web: www.kylepard.com

In recognition of my participation to the Kyle Adult Kickball League, I agree to read and follow the standards listed below. Please initial each item, sign at the end, and return to the coach or appropriate volunteer.

Initial Here

- _____ I will "Honor the Game." I will show respect for all involved with the game including coaches, players, opponents, opposing fans, field crew, and officials.
- _____ I will place the emotional and physical well being of myself and others ahead of a personal desire to win.
- _____ I will not drink alcohol at contests or come to one having had too much to drink.
- _____ I will help when asked to by a coach or official to include but not limited to cleaning up the dugout or performing maintenance to the field.
- _____ I will not confront officials during or after the game, either on the field or in the immediate vicinity (such as the parking lot).
- _____ I will support players, coaches, volunteers and officials in order to encourage a positive and enjoyable experience.
- _____ I will ensure my family and friends who come to watch me play are aware of the rules and policies.
- _____ I have read all the Official Rules of the Kyle Adult Kickball League and agree to follow them.
- _____ I understand that the City of Kyle Parks and Recreation Department has a No Tolerance Policy. I will abide by all Kyle PARD Rules including but not limited to those listed below:

Gregg-Clarke Park Softball Field Rules -

- No Smoking and No Pets inside the gates of the field.
- No glass containers allowed at any time.
- Parking in designated areas only and 10mph speed limit.
- Please keep children out of the dirt pile, off closed fields, off the fences and off of equipment -
- No rock throwing!
- No Tolerance Zone - Treat the umpires, opposing players, coaches and parents with respect or you will be asked to leave the park.
- HAVE FUN! It's why we're here!!

I have read and agree to comply with the terms of this Player/Coach Contract.

Signature of Player or Coach _____

Printed Name of Player or Coach _____ Date _____

Signature on all pages required



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Kyle Parks and Recreation Participant Agreement, Release and Assumption of Risk

I, (print your full name) _____, born on (M/D/Y) _____,

living at (Physical Address) _____ (City) _____,

have read this document carefully and completely and am entering this legally binding contract with us.

In consideration of the services of the City of Kyle's Parks and Recreation Department, their agents, staff, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Kyle PARD), I hereby agree to release, indemnify and discharge Kyle PARD on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that playing kickball entails known and **unanticipated risks** that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties. **I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.**

The risks include, among other things: leg injuries, arm injuries, head injuries and internal organ injuries associated with being hit with a ball, running into another player or part of the field, falling while running or kicking a ball; abrasions from falling or sliding or being hit with a ball; running or throwing out of control or beyond ones personal limits; the negligence of other players and participants including visitors, coaches, spectators and others that may be present; musculoskeletal injuries and/or over training; head injuries; or my own negligence.

Furthermore, Kyle PARD employees and agents have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Kyle PARD from any and all claims, or causes of action, which are in any way connected with my participation in this activity or my use of Kyle PARD's equipment or facilities, **including any such claims which allege negligent acts or omissions of Kyle PARD.**
4. Should Kyle PARD or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against Kyle PARD, I agree to do so solely in the State of Texas, and I further agree that the substantive law of the State of Texas shall apply in that action without regard to the conflict of laws of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kyle PARD on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____

Printed Name of Participant _____ Date _____

Signature on all pages required