

TEXAS PREMIER SPORTS LEAGUE WAIVER/WAIVER OF LIABILITY / INDEMNIFICATION
AGREEMENT

In consideration of being allowed to participate in Texas Premier Sports League events, the undersigned agrees that:

1. Participation includes possible exposure to an illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately;
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law;
5. AUTHORIZE my email address to be added to Texas Premier Sports League mailing list. I give them permission to contact me about their events and promotions;
6. CONSENT to the use of my image or likeness in fundraising or promotional material to be used by Texas Premier Sports League, its associates, affiliates, agents, sponsors, or representatives, and the general media. I freely and willingly waive all rights or claims to compensation for use of my image or likeness. I irrevocably relinquish and give to Texas Premier Sports League all rights, titles, and interests that I may have in the Photograph(s), Digital Media of any form, finished pictures, negatives, reproductions, and copies of the original prints and negatives;
7. ACKNOWLEDGE, agree, and represent that I understand the nature of Dodgeball Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity;
8. AGREE TO COMPLY with all rules, regulations, terms, and conditions for participation in the activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will notify Texas Premier Sports League officials, captains, or referees of the issue and refuse to participate if unaddressed;
9. GRANT AUTHORITY to staff and volunteers of Texas Premier Sports League to render a judgment concerning medical assistance or hospital care in the event of an accident or illness that renders me unable to make judgments myself;

10. AGREE TO be respectful to all Texas Premier Sports League members and acknowledge that if a Harassment claim is found to be valid, sexual and non-sexual alike, I will be banned from Texas Premier Sports League Sexual Harassment is defined as any harassment based on a person's sex, such as unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature, including offensive remarks about a person's gender. Both males and females can be victims of sexual harassment. Prohibited behavior includes any behavior that creates an offensive environment Complaints of harassment will be documented and investigated as soon as possible, and a resolution will be provided to the victim in writing within 30 days. Insofar as possible, complaints will be maintained as confidential to prevent retaliation while the complaint is being researched and/or resolved. Texas Premier Sports League prohibits retaliation of any kind against an individual claiming harassment.

I ACKNOWLEDGE THAT I HAVE READ THIS VOLUNTARY LIABILITY WAIVER FORM AND RELEASE OF LIABILITY,

AND I FULLY UNDERSTAND ITS TERMS, AND I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY

SIGNING IT FREELY, KNOWINGLY, AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR DURESS. I DECLARE

THAT I AM EIGHTEEN (18) YEARS OLD OR OLDER AND AM LEGALLY COMPETENT TO EXECUTE THIS

VOLUNTARY LIABILITY WAIVER FORM AND RELEASE OF LIABILITY.