



MEN'S SENIOR/ADULT BASEBALL LEAGUE

Arizona AZMSBL
Phoenix, Arizona



Warranty of Player's Fitness

The undersigned (hereinafter, "the Player") hereby represents and warrants to the Men's Senior Baseball League, Inc. ("MSBL"), and the Arizona Men's Senior Baseball League ("AZMSBL") (hereinafter collectively referred to as the "League") that he is at least twenty-five (25) years of age, is in good physical condition and that he has no impairment or ailment preventing him from safely engaging in the activities of the League. The undersigned is aware that there are risks of playing baseball and is Player is willing to assume all of those risks.

Player understands that AZMSBL is organized for age based team competition for the season designated as the "Summer" season which usually run from the end of April through October. Notice is hereby given to Player that, from time to time, AZMSBL may schedule teams for games involving teams which may have a Player or Players outside of the team's designated age group in the specific division in which the team is registered. Scheduling of such games is done without prior notice need to be given to any Player or Player's team. Further, Player is hereby notified and understands that during the playing seasons designated as "Winter" (which runs from November to February) and "Spring" (which runs from February to April), AZMSBL allows Players of all ages, without limitation, to play (subject, of course, with compliance with all designated and applicable rules of play), for any duly registered team. Therefore, Player may find himself competing in the Winter and Spring seasons with and/or against Players that are younger than Players expect to play with or against in the Summer season. This release expressly incorporates Player's participation in Summer, Winter and Spring seasons, and the potential age discrepancies inherent is such Player's voluntary and informed participation in any season.

I, the undersigned, herby depose, state and declare as of the date set forth below, as follows:

Absolute Release of Liability

In consideration of being permitted to participate in the activities of the League, in any manner, including but not limited to playing, practicing, coaching, watching or being on the field or in spectator areas for any purpose whatsoever, and fully understanding that participation in the game of baseball includes the risk of serious personal injury or even death, the undersigned Player fully and absolutely assumes full responsibility for the risk of injury or death due to participation, weather conditions, playing conditions (including, without limitation, the type of bases, plates, balls, bats and fences and equipment whether provided by the Player or the League) actions directly or indirectly of other participants, of any magnitude, and does hereby forever absolutely release, remise and forever discharge even for their own negligence or willful misconduct, and agrees to hold harmless, the League, MSBL, all government bodies, lessor's and/or landowners that may sanction or permit the participation in the game of baseball, all League and MSBL Directors, Officers, servants, employees, and agents or any organization, association or group affiliated therewith, and all other participants in games or other activities, public officials, volunteers, game officials, other Players, and sponsors from all claims, rights or causes of action for damage, injury or death whatsoever, of any kind, now or in the future.

Player understands that AZMSBL is organized for age based playing competition for our summer season and there may be some scheduled games outside of their age group or team playing division. During the winter and spring seasons AZMSBL does allow players of all ages to play subject to our rules of play and Player may be competing with people that are younger than

they expect to play in the summer season.

This release of liability by Player of any other Player does not include release or waiver of any claim or cause of action by one Player against another Player for any criminal, grossly negligent or other willful misconduct resulting in personal injury or death.

Player's Participation in National Tournaments and Local Leagues

The Player shall participate in the League as a member on a team called _____ (“Team”), which is a team in the AZMSBL. As a member of the League, the player shall be eligible to participate in the regular season and tournaments, as organized by the AZMSBL according to the regulations promulgated by the League. The Player also acknowledges that he must play in at least 50% of all regular season played MSBL/MABL games in a given year, or 15 regular season played games, for a single season in the local MSBL or related league, which only plays one season annually, whichever is least, to qualify for that year's participation in a National Tournament sponsored by MSBL. Failure to do so may result in the participating team's forfeiture in any National Tournament.

The Player recognizes, as a member and participant of this organization, the authority of the Board of Directors of the MSBL and/or AZMSBL to determine and enforce their respective organizational policies. The Player agrees to abide by all Rules and Regulations as set forth by the AZMSBL and MSBL Board of Directors. Failure by the Player to abide by all Rules and Regulations could result in their own suspension or expulsion from AZMSBL or MSBL leagues and possible forfeit their Team of all games in which such Rules and Regulations were not satisfied.

Limitation of Liability

The Player shall participate in the League's programs and/or use any of the League's facilities, services or equipment at his own risk. The Player waives any and all claims, of whatsoever kind or nature, that may arise against the League as a result of the Player's participation in either the AZMSBL's or the MSBL's recreational baseball program. The player realizes that there is no guaranteed playing time on any given team, associated with regular season and tournament play. There is no refund of any payment. The Player also acknowledges recognition of all of the League rules forbidding any deviation of “helmet” requirements (the rule being that all batters and runners must wear helmets at all times) is at their own risk.

The AZMSBL has elected to make coverage available to team within the AZMSBL. Such teams may provide the Player with accidental injury insurance as provided on a national level by the MSBL and its insurance brokerage company ("Insurance Coverage") depending upon the prerequisite of the player and the team to conform to the requirements of coverage as stated by the League. The AZMSBL does not make any representations or warranties whatsoever about the Insurance Coverage, provide any comments to the quality or amount of the insurance coverage except to confirm that the AZMSBL has arranged for payment of the premium to MSBL for such Insurance Coverage to be in force for the League.

The Player's contract for medical or accidental injury insurance through this program is solely between the Player, their team and the Insurance Coverage. Coverage may be provided so long as the player has signed this waiver with their team before any activity has begun on any team event and the player has paid their team dues and the player is added to the team roster before the event which would have given reason for a claim. The amount of any such coverage is subject to the policy limits and deductibles. A Player may request reimbursement from the insurance so long as he is expected to be covered. There are no other intended or unintended third

party beneficiaries of the Insurance Coverage. The Player may have benefits of the Insurance Coverage so as long as (i) the Player has signed this waiver form before the event requiring coverage, and (ii) the Player is on the Team roster as shown on the AZMSBL web site before the player is injured, and (iii) this waiver form is duly submitted to the AZMSBL in the time and manner specified, and (iv) the Player is in good standing with the Team and the AZMSBL, and (v) the Player has paid the agreed upon amount to Team, and (vi) and the Team have paid all required amounts to AZMSBL and has complied with all of the above to demonstrate their qualification for coverage, and (vii) and the Player completes all required forms requested by the insurance company. This Insurance Coverage does not, in any way, preclude or prohibit the Player from purchasing his own medical and/or accidental insurance coverage in the Player's own sole and absolute discretion.

I, the Player, have read this release and understand that it is an absolute and unconditional release and waiver of liability (except as set forth herein) and I freely and voluntarily accept its terms and understand it is binding upon me, my successors, heirs, spouse and assigns.

{BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK}

I have read the above two (2) pages and fully understand the above and agree:

_____	_____
Signature of Player	Signature of Team Manager
_____	_____
Typed or Printed Player name	Typed or Printed Team Manager name
_____	_____
Date Signed by Player	Date Signed by Team Manager
_____	_____
Date of Birth of Player (month/day/year)	Name of Team
_____	_____
Player Phone Number	_____

Address of Player including Street Address, City, State and Zip Code	

Players e-mail address if any	

THE FIRST THREE PAGES ARE TO BE RETAINED BY THE PLAYER FOR THEIR RECORDS. A COPY OF THIS SIGNATURE PAGE IS TO BE RETAINED BY THE MANAGER. A COPY OF THIS PAGE IS TO BE SENT TO THE BOARD OF DIRECTORS OF THE AZMSBL WITHIN 5 DAYS OF THE SIGNING OF THIS BY PLAYER.

FAILURE TO FOLLOW THIS PROCEDURE MAY CAUSE THE PLAYER TO BE INELIGIBLE FOR PLAY AND INELIGIBLE FOR INSURANCE COVERAGE. MANAGERS MAY HAVE PERSONAL LIABILITY FOR THEIR

FAILURE TO COMPLY WITH THE FILING OF THIS FORM WITH THE LEAGUE. TEAMS MAY BE SUBJECT TO FORFEITS OR EXPULSION FROM THE LEAGUE FOR FAILING TO COMPLY AND MAY LOSE THEIR TEAM DEPOSIT FOR COMPLIANCE WITH PAPERWORK.