RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
Sunshine Fastpitch Softball Tournament - Ewing, NJ - July 14th, 2012 (Make-up Date July 15th, 2012)
DESCRIPTION AND LOCATION OF SCHEDULED EVENT

IN CONSIDERATION of being permitted to attend, observe, work for, or participate in any way in the EVENT, as referenced above, the undersigned, as guardian for _____ **(**the "Child") for himself/herself, his/her personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT TO SUE the Sunshine Foundation, its officers, directors, employees and/or agents/volunteers (collectively, the "Charity") FROM ALL LIABILITY TO THE CHILD, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN THE DEATH OF THE CHILD ARISING OUT OF OR RELATING TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE CHARITY OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Charity FROM ANY LOSS, LIABILITY, DAMAGE, OR COST the CHILD may incur arising out of or related to the EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE CHARITY or otherwise.

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE of the CHILD arising out of or related to the EVENT, whether caused by the NEGLIGENCE OF THE CHARITY or otherwise.

4. HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) CAN BE VERY DANGEROUS and involve a risk of serious injury and/or death and/or property damage. THE UNDERSIGNED, also expressly acknowledges that any INJURIES RECEIVED BY THE CHILD MAY BE MADE WORSE BY NEGLIGENT RESCUE OPERATIONS of the Charity or otherwise.

5. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Charity, INCLUDING NEGLIGENT RESCUE OPERATIONS, and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event is conducted, and that, if any of these terms are held to be invalid or unenforceable, it is agreed that the balance of these terms shall, nevertheless, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AND MY CHILD HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

X_____ X_____ X_____
SIGNATURE OF PARENT PRINTED DATE

X_____ X_____
SIGNATURE AND TITLE OF WITNESS ADDRESS OF WITNESS

PLEASE NOTE: ALL AREAS MARKED WITH RED X MUST BE COMPLETED. THANK YOU.