**MIGHTY PIONEERS Rootie Toots League**

**WAIVER AND RELEASE AGREEMENT**

**2020-2021 SEASON**



**Coaches:** Allison Nueman-Tee Ball Division

 Jamie Kuehn- Coach Pitch Coach

**WHAT:** The main emphasis of the program will be to introduce baseball/softball skills in a non-threatening environment through station and whole group activities. **Having fun will certainly be the top priority!**

**WHERE:** Institute Town Park North and South Field

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| --- | --- | --- | --- |
| **Division** | **Ages** | **Time/Location** | **Dates** |
| Tee Ball  | Entering 4k Class of 2033Entering K Class of 2032 | 6:15-7:15 South Field | WednesdaysMay-27-July 1 |
| Coach Pitch  | Entering 1st Grade Class of 2031 | 6:15-7:15 North Field | WednesdaysMay-27-July 1 |

**WHEN:**

 *\*NOTE: This is open to any incoming 4k, k, and 1st graders in the Sevastopol School District.*

**CANCELLATIONS:** Cancellations will not be made up. Announcements will be made via the TeamSnap app.

**COST:** $40 per athlete. (includes a new t-shirt, medal, certificate, and end of year party)

**REGISTRATION:** Register online only at <https://go.teamsnap.com/forms/224787>

In consideration for the participation of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Participant Name”) in the Mighty Pioneers Program: Football, Basketball, Volleyball, Softball, Baseball, Rootie Toots **(*circle all that apply*)** the lawful parent(s)/guardian(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Parents” or “Parent”) agree(s) to the following:

1. **Emergency Medical Needs:** If Participant is sick or injured or otherwise requires medical intervention, Parent authorizes an athletic trainer, certified emergency personnel, and/or doctor of medicine or dentistry to provide such treatment and/or emergency transportation so as to receive such treatment. Parent shall defend, hold harmless, indemnify and release the School District of Sevastopol and the Mighty Pioneers Program, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions or causes of action of any sort on account of damage to personal property, or personal injury or death which may result from emergency medical/hospital care or treatment that may be rendered pursuant to this authorization. Parent shall be responsible for all necessary charges incurred by any hospitalization, treatment, or emergency transportation rendered pursuant to this authorization.
2. **Emergency Contact:** In case of an emergency, Parent requests that the following individuals be contacted:

Name, Phone, Relationship to Participant, Date

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1. **Medical Information:** In case of an emergency, Parent requests that any of the aforementioned individuals providing medical treatment be made aware of the following allergies/medical problems which may interfere with or alter treatment:

Medical Diagnosis, Medication Dosage, Frequency of Dosage

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1. **Assumption of Risks:** Parent understands that physical activity related to the Mighty Pioneers Program, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve exertions of strength using various muscle groups, some involve quick movements including speed and change of direction, and others involve sustained physical activity. The specific risks Participant may be exposed to from participating in the Mighty Pioneers Program and activities can include, but are not limited to: (1) head, neck and shoulder injuries; (2) elbow and arm injuries; (3) hand injuries; (4) back injuries; (5) hip injuries; (6) knee and leg injuries; (7) foot and ankle injuries; (8) minor injuries; (9) major injuries, such as arthritis, broken bones, fractures, internal injuries, ligament injuries, tendinitis, pinched nerves or heart attacks; (10) catastrophic injuries such as paralysis or death; (11) injuries resulting from equipment misuse or malfunction; (12) injuries resulting from weather and/or acts of God such as storms, tornados or extreme heat; and (13) property loss or damage. Parent is advised to seek the advice of a physician before allowing Participant to participate in the Mighty Pioneers Program. Parent is further advised to have health and accident insurance in effect and that no such coverage is provided for by the School District of Sevastopol, the Mighty Pioneers Program or the State of Wisconsin. **Parent knows, understands and appreciates the risks that are inherent in the above-listed Mighty Pioneers Program and activities and Parent hereby asserts that Participant’s participation is voluntary and that Parent knowingly assumes all such risks.**
2. **Participant/Parent Conduct:** Parent agrees that Parent and Participant have read and understand the policies and procedures of the School District of Sevastopol, as well as those of the Mighty Pioneers Program. Parent understands that participation in the Mighty Pioneers program is voluntary and that Participant and/or Parent may be disciplined and/or removed from the Mighty Pioneers Program or Program Facilities, with no registration refunds, if Participant’s or Parent’s behavior or conduct is found to be in violation of any of the aforementioned policies or procedures. Parent agrees to assume the obligations for the expenses of repair and/or replacement of the Mighty Pioneers Program equipment or facilities that are attributable to Participant’s or Parent’s intentional and/or negligent behavior or conduct. Parent further agrees to defend, hold harmless, indemnify and release the School District of Sevastopol and the Mighty Pioneers Program, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from Participant’s or Parent’s intentional and/or negligent behavior or conduct.
3. **Transportation:** Parent agrees to transport his/her Participant to any required events. Understanding all of the risks and circumstances involved in transporting my Participant to any events, the Parent agrees to release, hold harmless and defend the School District of Sevastopol and the Mighty Pioneers Program, their officers, employees, agents and volunteers, from and against any and all claims, demands, actions or causes of action of any sort on account of damage to personal property, or personal injury, or death which may result from Participant’s or Parent’s intentional and/or negligent behavior or conduct claimed to be due and arising out of transporting Participants to events.
4. **Waiver and Release of Claims:** In consideration of Parent’s permission for Participant to voluntarily participate in the Mighty Pioneers Program, Parent, for himself/herself, his/her heirs, personal representatives or assigns and on behalf of Participant, shall defend, hold harmless, indemnify, and release the School District of Sevastopol and the Mighty Pioneers Program, their officers, employees agents and volunteers, from and against any and all CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION OF ANY SORT ON ACCOUNT OF DAMAGE TO PERSONAL PROPERTY, OR PERSONAL INJURY, OR DEATH WHICH MAY RESULT FROM PARTICIPANT’S PARTICIPATION IN THE MIGHTY PIONEERS PROGRAM. THIS RELEASE INCLUDES CLAIMS BASED ON THE NEGLIGENCE OF THE SCHOOL DISTRICT OF SEVASTOPOL AND THE MIGHTY PIONEERS PROGRAM, THEIR OFFICERS, EMPLOYEES, AGENTS AND VOLUNTEERS BUT EXPRESSLY DOES NOT INCLUDE CLAIMS BASED ON THEIR RECKLESS AND INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE. **Parent understands that by signing this Agreement, he/she is releasing claims and giving up substantial rights, including his/her right to sue.**
5. **Governing Law:** This Agreement is entered into and shall be governed by the laws of the State of Wisconsin without regard for conflict of laws principles. Furthermore, any legal proceeding involving the negotiation, interpretation or enforcement of this Agreement shall be venued at the School District of Sevastopol and the Mighty Pioneer Program’s sole election, in the circuit courts of Door County, Wisconsin. If any part of this Agreement is illegal, the rest of the Agreement stays in force and effect to the extent that it is compliant with the applicable law.
6. **Miscellaneous:** PARENT UNDERSTANDS THAT HE/SHE IS BEING ASKED TO READ EACH OF THE ABOVE PARAGRAPHS CAREFULLY AND UNDERSTANDS THEIR IMPACT AND EFFECT. PARENT ACKNOWLEDGES THAT IF HE/SHE WISHES TO **DISCUSS, NEGOTIATE OR BARGAIN OVER ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, PRIOR TO SIGNING THE AGREEMENT,** HE/SHE MAY CONTACT Tom Ash or Beth Rikkola at Sevastopol School.

Signature of Parent or Guardian Date