

YOUTH SPORTS WAIVER AND RELEASE OF LIABILITY

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This Youth Sports Waiver and Release of Liability (this "**Waiver**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PARENT / LEGAL GUARDIAN NAME], residing at [GUARDIAN ADDRESS] (the "**Parent**"), on behalf of the minor child [MINOR ATHLETE NAME], date of birth [DOB] (the "**Minor**"); and

[ORGANIZATION / LEAGUE / CLUB LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [ADDRESS] (the "**Organization**").

The Parent and the Organization are each a "**Party**" and together the "**Parties**."

Recitals. The Organization offers youth athletic programs, including [DESCRIBE: e.g. practices, training, conditioning, games, tournaments, travel, and clinics in the sport(s) of [SPORT(S)]] (the "**Activities**"). The Parent wishes to enroll the Minor in the Activities and understands that athletic participation involves a real risk of injury. The Organization permits the Minor to participate only on the condition that the Parent, who has legal authority over the Minor, agrees to this Waiver on the Minor's behalf. In consideration of the Minor being permitted to participate, the Parties agree as follows.

1. Activities and Authority of the Parent

1.1 Description. The Activities include practices, skill instruction, conditioning, scrimmages, games, tournaments, and, where applicable, travel and overnight events, taking place at [FIELDS / FACILITIES / LOCATIONS] during scheduled times.

1.2 Legal authority. The Parent represents that the Parent is the parent or legal guardian of the Minor, has full legal authority to enroll the Minor and to make decisions on the Minor's behalf, and enters into this Waiver knowingly and voluntarily.

1.3 Voluntary participation. The Minor participates voluntarily, and the Parent or the Minor may withdraw from any drill, game, or session at any time if the Minor feels unwell, fatigued, or at risk.

1.4 Supervision. The Parent understands that coaches and staff supervise the Activities but cannot guarantee continuous one-on-one supervision of every athlete at all times.

2. Assumption of Risk

2.1 Inherent risks. The Parent understands that the Activities involve inherent risks, including [e.g. collisions and contact with other athletes; being struck by balls, bats, sticks, or other equipment; falls; sprains, strains, and fractures; dental and facial injuries; concussions and other head injuries; heat-related illness; dehydration; overuse injuries; and risks associated with travel and transportation], and that these

risks may result in property damage, minor or serious bodily injury, illness, permanent disability, or death to the Minor.

2.2 Knowing assumption. Knowing and appreciating these risks, the Parent, on the Minor's behalf and on the Parent's own behalf, freely and voluntarily assumes all risk of loss, damage, injury, illness, or death arising out of or related to the Activities, including risks arising from the Organization's ordinary negligence to the extent permitted by law.

2.3 Conduct of others. The Parent accepts the risk that other athletes, spectators, and participants may act carelessly, and assumes the risk of injury to the Minor caused by the conduct of others.

3. Concussion and Health Awareness

3.1 Concussion awareness. The Parent acknowledges receiving information about the signs and symptoms of concussion and other head injuries, agrees to support removal of the Minor from play if a concussion is suspected, and understands that many jurisdictions require medical clearance before a youth athlete returns to play.

3.2 Reporting symptoms. The Parent will instruct the Minor to report pain, dizziness, or other symptoms to a coach, and will inform the Organization of any relevant change in the Minor's health.

3.3 Heat and hydration. The Parent understands that the Minor should arrive hydrated and rested, and that the Organization may modify or suspend Activities in adverse weather or heat.

4. Medical Representations and Authorization

4.1 Fitness to participate. The Parent represents that the Minor is in good health and physically able to take part in the Activities, or has obtained clearance from a physician.

4.2 Disclosure. The Parent has disclosed any condition, injury, allergy, medication, or limitation relevant to the Minor's safe participation: **[LIST OR "NONE"]**, and will promptly inform the Organization of any change.

4.3 Consent to treatment. In the event of injury or a medical emergency, the Parent authorizes the Organization and its coaches and staff to arrange and consent to emergency medical care and transport for the Minor when the Parent cannot be reached, and the Parent is responsible for the cost of any treatment and related transport.

4.4 Emergency contacts. The Minor's emergency contacts are **[NAME(S), RELATIONSHIP, PHONE]**, and the Minor's insurance information is **[INSURER / POLICY NO. OR "NONE"]**.

5. Release and Waiver of Claims

5.1 Release. To the fullest extent permitted by applicable law, the Parent, on the Parent's own behalf and on the Minor's behalf, releases, waives, and discharges the Organization and its owners, officers, coaches, employees, volunteers, agents, and contractors (the "**Released Parties**") from any and all claims, demands, causes of action, and liability for loss, damage, injury, illness, or death arising out of or related to the Activities, including claims based on the ordinary negligence of any Released Party.

5.2 Covenant not to sue. The Parent agrees not to sue or bring any claim, and not to permit any claim to be brought on the Minor's behalf, against the Released Parties for any matter released under Section 5.1.

5.3 Limits of the release. This release does not apply to liability that applicable law does not permit to be waived, including, in many jurisdictions, liability for gross negligence, recklessness, or willful or wrongful misconduct. The Parent understands that, in some jurisdictions, a parent's pre-injury waiver of a minor's claims may be limited or unenforceable, and that local law controls.

6. Indemnification

6.1 Indemnity. To the fullest extent permitted by applicable law, the Parent will indemnify and hold harmless the Released Parties from any claim brought by or on behalf of the Minor, by the Parent, or by a third party, arising out of the Activities or breach of this Waiver, including reasonable attorneys' fees.

6.2 Exclusions. The indemnity in Section 6.1 does not extend to liability arising from a Released Party's gross negligence or willful misconduct, or to the extent applicable law prohibits indemnification.

7. Conduct, Media, and Property

7.1 Code of conduct. The Parent agrees that the Minor and the Parent will follow the Organization's rules and code of conduct, including rules on sportsmanship, equipment, and spectator behavior, and that the Organization may suspend participation for serious or repeated violations.

7.2 Media release. The Parent **[grants / does not grant]** the Organization permission to capture photographs or video of the Minor during the Activities and to use that media for the Organization's promotional purposes without further compensation.

7.3 Personal property. The Parent is responsible for the Minor's personal property and equipment, and the Organization is not responsible for lost, stolen, or damaged property.

8. General Provisions

8.1 Governing law and venue. This Waiver is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.2 Severability. If any provision of this Waiver is held unenforceable, the remaining provisions remain in full force, and the unenforceable provision will be narrowed or reformed only to the extent needed to make it enforceable, so that the release operates to the maximum extent the law allows.

8.3 Entire agreement; amendment. This Waiver is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties. It is intended to supplement, not replace, the Organization's registration terms, if any.

8.4 Binding effect. This Waiver binds and benefits the Parties, the Minor, and their heirs, next of kin, executors, administrators, successors, and assigns.

8.5 Acknowledgment of understanding. The Parent has read this Waiver, understands that it gives up substantial legal rights of the Parent and the Minor, including the right to sue, and signs it freely and voluntarily.

8.6 Counterparts and electronic signature. This Waiver may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Waiver as of the Effective Date. The Parent acknowledges having read and understood this Waiver before signing on the Minor's behalf.

PARENT / LEGAL GUARDIAN

ORGANIZATION

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Relationship to Minor: **[RELATIONSHIP]**

Title: **[TITLE]**

Date: _____

Date: _____

Minor Athlete:

MINOR ATHLETE

Printed name: **[NAME]**

Date of birth: **[DOB]**

Signature (if required by the Organization): _____

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