



2025 Benson's Empire State Sports Waiver

Waiver, Release of Liability and Assumption of the Risks of playing in Benson's Empire State Sports Leagues.

Disclaimer: Benson's Empire State Sports is not responsible for any injury, including death, or loss of property to any person suffered while on any field participating in the Benson's ESS Leagues.

In consideration of my participation in Benson's Empire State Sports, I hereby release and covenant not to sue Benson's E.S.S., its owners, employees, and representatives from any and all present and future claims resulting from ordinary negligence and inherent risk of use of fields.

I am fully aware, appreciate, and understand that the activities offered by Benson's E.S.S. (Adult Recreational Softball or Basketball games) and associated activities such as spectating, socializing, eating, and drinking can, may and do involve severe cardiovascular stress, violent physical contact; the risk of serious injury including permanent disability and death, severe social and economic losses, and other unknown or unforeseeable risks.

I am fully aware and understand that Benson's Empire State Sports does not have on or about any fields/premises, or employ or contract with any medical services, provisions for ordinary or emergency medical services.

I am fully aware and understand that such losses, injury, disability, or death may result from the actions, interactions or negligence on my part of Benson's E.S.S., on the part of others, the rules of play, or the condition of Benson's E.S.S. and field equipment.

I agree that immediately prior to participating in any activity occurring in or about Benson's E.S.S.'s fields and equipment to be used and if any defect is apparent in any field or equipment and I will notify the management of Benson's E.S.S. of the defect.

I assume all the foregoing risks and accept personal responsibility for any damages and loss following any loss of property, injury, permanent disability or death resulting therefrom.

I have read and fully understand the above waiver, release and assumption of risk and fully understand that I have given up substantial rights by signing this waiver, release and assumption of risk and sign it voluntarily.

Date_____

Name (Print)_____

Signature_____

Address_____

City, State_____

Phone #_____

Zip Code_____

Email_____