

Schedule XII - Waiver and Release of Liability Policy

Purpose. This Policy defines the requirement and procedure for collecting and maintaining signed Waiver and Release of Liability agreements from all participants in USA Dodgeball (“USAD”) sanctioned events. It ensures participants understand the inherent risks of the sport and that USAD fulfills its duty of care and insurance obligations.

Applicability. This Policy applies to all:

- Athletes, coaches, officials, volunteers, contractors, and event staff participating in any USA Dodgeball-sanctioned activity, league, tournament, combine, or event, whether organized directly by USAD or by a Member Organization operating under an active sanction (see Schedule XXI – Event Sanctioning Policy).
- Parents or guardians of minor participants under eighteen (18) years of age.

Policy Statement.

1. **Acknowledgment of Risk.** Participation in dodgeball, like all athletic activity, carries inherent risk of injury or harm. As a condition of participation, each individual must acknowledge those risks and release USAD and its affiliates from liability by completing the official Waiver and Release of Liability Form (Exhibit X).
2. **Mandatory Execution.**
 - a. Every participant must execute a waiver once per membership season and again for any stand-alone event occurring outside that season.
 - b. A waiver signed electronically through the official registration portal shall carry the same force as a physical signature.
 - c. For minors, the waiver must include both the participant acknowledgment and a parent / guardian consent.
3. **Organizer Responsibility.**
 - a. Event Directors and Member Organizations hosting sanctioned events are responsible for collecting and verifying waivers prior to participation.
 - b. No athlete or participant may take part in any USAD-sanctioned activity without a valid waiver on file.
 - c. The Executive Director and Treasurer may withhold event approval, sanctioning, or insurance coverage for failure to comply.
4. **Relationship to Insurance and Risk Management.** The waiver supplements, but does not replace, USAD’s general liability and participant-accident insurance coverage. Compliance with this Policy is a condition of coverage under USAD’s insurance program and risk-management framework.

Recordkeeping and Retention.

1. All executed waivers must be retained for at least seven (7) years after the close of the membership season in which they were signed.
2. Electronic storage is preferred; physical copies must be secured against unauthorized access.
3. Waivers shall be stored and managed in accordance with Schedule XI – Confidentiality and Non-Disclosure Policy and Schedule XIX – Retention of Documents Policy.
4. Event organizers must transmit copies or verification logs to the USAD Secretary or Executive Director within thirty (30) days of event completion.

Enforcement and Compliance.

- Failure to obtain or maintain required waivers constitutes a breach of the Event Sanctioning Agreement and may result in suspension of event-sanctioning privileges, loss of insurance eligibility, or disciplinary review under Schedule IX - Judiciary Committee Procedures.
- Individuals who falsify or alter waiver documents may be subject to suspension or termination of membership under Section III – Membership of the Bylaws.

Cross-References

- Schedule VI – Conflict of Interest Policy (for event organizer responsibility)
- Schedule IX – Judiciary Committee Procedures
- Schedule XI – Confidentiality and NDA Policy (for data protection of stored forms)
- Schedule XIX – Retention of Documents Policy
- Schedule XXI – Event Sanctioning Policy
- Exhibit X – Waiver and Release of Liability Form