

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

PLEASE READ BEFORE SIGNING

By affixing my signature on reverse, I agree as follows:

1. **RELEASE:** (*Injury to participant or to personal property*). That I release the City of Escalon, its Council, Commissioners, officials and employees for any injury to or death of participant, or for property damage on behalf of participant, their heirs, or successors in interest arising from participation in City of Escalon Recreation activities and any attendance at events conducted by the City of Escalon.

I AM AWARE THAT PARTICIPATION IN SPORTS CAN BE A HAZARDOUS ACTIVITY AND INVOLVES NUMEROUS RISKS OF INJURY, **INCLUDING BUT NOT LIMITED TO** FALLS ON THE FIELD OF PLAY AND SURROUNDING AREAS, COLLISIONS WITH OTHER PARTICIPANTS, OBSERVERS AND OBJECTS, ETC. I AM VOLUNTARILY ALLOWING NAMED MINOR TO PARTICIPATE IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY AND DEATH.

I AM FURTHER AWARE THAT PARTICIPATION IN SPORTS CAN REQUIRE TRAVEL TO AND FROM VARIOUS LOCATIONS AND THAT NUMEROUS RISK OF INJURY **INCLUDING BUT NOT LIMITED TO**, VEHICLE COLLISIONS, ETC. MAY OCCUR. I AM VOLUNTARILY ALLOWING NAMED MINOR TO PARTICIPATE IN THIS ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT ANY AND ALL RISK OF INJURY AND DEATH.

SHOULD I, AS A PARENT OR COACH, DRIVE PARTICIPANTS TO THE VARIOUS SCHEDULED LOCATIONS; I UNDERSTAND THAT I AM DOING SO IN MY CAPACITY AS A PRIVATE CITIZEN AND NOT AS AN OFFICIAL, EMPLOYEE, AGENT, OR VOLUNTEER OF THE CITY OF ESCALON. IN ADDITION, I UNDERSTAND THAT MY PERSONAL AUTOMOBILE INSURANCE WOULD BE PRIMARY WITH RESPECT TO ANY ACCIDENT THAT MIGHT ARISE.

2. **HOLD HARMLESS:** (*Injury to others or other property*). That I will indemnify and hold harmless the City of Escalon, its Council, Commissions, officials and employees from any loss or liability (bodily injuries or death, and or damage to property, including the loss of use thereof) which results or is alleged to have resulted from participation in City of Escalon Recreation activities and any attendance at events conducted by the City of Escalon.
3. **PLAYER RESPONSIBILITY FOR PROCURING INSURANCE:** That I am fully aware that the City of Escalon carries no medical insurance for any participant and that I am solely responsible for securing my own insurance.
4. **FAMILIARITY WITH RULES:** All team leaders have been advised and explained the Rules and Policies issued by the City of Escalon and will advise participants of the contents thereof.
5. **ASSUMPTION OF RISK:** That I assume all risks of injury or death arising from minor participating in the City of Escalon Recreation activities and any attendance at events, and that I recognize I am solely responsible for my decision to have minor participate in any City of Escalon Recreation activities and any attendance at events. That the above release in Section 1 includes, but is not limited to, a release for maintenance of conditions of play facility and appurtenance thereto and for equipment supplied by the City of Escalon.
6. **SPORTS SKILLS:** That I am familiar with the skills required to participate in the City of Escalon Recreation activities and any attendance at event and have satisfied myself that minor is proficient in these skills and that the above stated release in Section 1 includes, but is not limited to, a technical instruction therein. I recognize the strenuous aspect of sports and hereby attest that minor is physically capable of participating in the activity.
7. **ESCALON CODE OF CONDUCT:** That I and participating minor are familiar with and understand the Escalon Code of Conduct and agree to its policies and consequences as they apply to the team and the individual.
8. In event of an injury to participant, I hereby give the City permission to arrange transportation for participant to a hospital and/or provide participant with EMERGENCY treatment or first aid, although I understand that the City does not assume any responsibility to take any of these actions.
9. I hereby give the City of Escalon Recreation Department full permission to use, publish and copyright photographic prints or other reproductions from all negatives made of participant, either in conjunction with or without using their name for publications, promotion, advertising or display purposes.