CITY OF VISTA
RECREATIONAL PARTICIPANT EXPRESS ASSUMPTION OF THE RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

PROGRAM: 2016 Girls Volleyball Program

No PARTICIPANT may participate with the Program unless and until this form is initialed & signed by the PARTICIPANT (or the PARTICPANT's parent/legal guardian if applicable)

EXPRESS ASSUMPTION OF THE RISK

Recreational sports and activities ***INVOLVE INHERENT RISKS OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE*** that no amount of care, caution, instruction, or expertise can eliminate. Participation in recreational sports and activities ***ALSO EXPOSES ONE TO ADDITIONAL RISKS***, whether inherent or not, caused by things such as conditions of property, equipment provided or conduct of others, including other participants, spectators, or employees/agents/independent contractors of the City of Vista. These risks can be encountered whether or not actually participating in the recreational sport or activity. ***PARTICIPANT FREELY ASSUMES ALL RISKS WHETHER OR NOT SPECIFICALLY DELINEATED***. _____(Initial)

RELEASE AND WAIVER OF LIABILITY

In consideration for permission to participate in the program, the undersigned agrees to ***FOREVER RELEASE, DISCHARGE, AND WAIVE ANY AND ALL LIABILITY CLAIMS OR DEMANDS AGAINST THE CITY OF VISTA*** or their employees/agents/independent contractors/volunteers ("Releasees") that the ***UNDERSIGNED, HIS OR HER PERSONAL REPRESENTATIVE(S), SUCCESSOR(S) IN INTEREST, ASSIGN(S), HEIR(S), OR DEPENDENT(S)*** has or might have against Releasees, whether or not caused by the negligence of Releaseas or any other person or entity, arising out of participation in the program. _____(Initial)

INDEMNITY

In consideration for permission to participate in the program, the ***UNDERSIGNED, HIS OR HER PERSONAL REPRESENTATIVE(S), SUCCESSOR(S) IN INTEREST, ASSIGN(S), HEIR(S), or DEPENDANT(S) AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND*** Releasees from any legal obligation or liability, whether or not caused by the negligence of Releasees or any other person or entity, arising out of participation in the program. The duty to defend exists independently of any duty to indemnify. _____ (Initial)

ACKNOWLEDGEMENT

By signing the ***THIS EXPRESS ASSUMPTION OF THE RISK, RELEASE, WAIVER, AND INDEMNITY AGREEMENT ("AGREEMENT"),*** the undersigned acknowledge(s) that: (1) participation in recreational sports and activities is voluntary and does not involve public interests; (2) that the ***AGREEMENT*** has been read and understood; and (3) that the ***AGREEMENT is a contract that EXTINGUISHES CERTAIN LEGAL RIGHTS AND IMPOSES OTHER LEGAL OBLIGATIONS***. Failure to initial where indicated above does not invalidate the ***AGREEMENT***. Additionally, if the Participant is a minor his or her custodial parent or legal guardian must read and execute this ***AGREEMENT*** and by signing agrees to be bound by the ***AGREEMENT*** and agrees to bind the minor to the ***AGREEMENT***.

Participant's Name (Print):_____Date of Birth: _____

School:_____Todays Date: _____Grade:_____

Parent/Legal Guardian Name (Print): _____Relation _____

Signature of Parent/Legal Guardian:_____Date: _____

Address:_____Telephone Number:_____