

RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, including permission to participate in Adult Softball, for myself, my successors, heirs, assigns, executors, and administrators:

1. Agree that prior to participating I will inspect the facilities, equipment and areas to be used, and, if I believe any of them are unsafe, I will automatically advise the person supervising the event, activity, facility, or area;
2. Acknowledge that I fully understand that my participation may involve risk of serious injury or death, including economic losses which may result not only from my own actions, in-actions, or negligence, but also from the actions, in-actions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, the rules of play, or this type of event or activity;
3. Assume any and all risks of personal injuries to myself, including medical or hospital bills, permanent or partial disability, death, and damage to my property, caused by or arising from my participation in this event or activity;
4. Covenant not to sue or present any claim for personal injury, property damage, or wrongful death against the City of Oxnard, the Oxnard City Council, and each member thereof, its agents, servants, employees, or representatives attributable to my participation in the event or activity;
5. Release, waive, discharge, relinquish and hold harmless the City of Oxnard, the Oxnard City Council, and each member thereof, its agents, servants, employees, or representatives from any liability, loss, damage, claim, costs, or expenses, including attorneys' fees, demand or cause of action against them arising from or attributable to my participation in the event or activity, whether same shall arise by their negligence or otherwise;
6. Agree that photographs, pictures, slides, movies, or videos of me may be taken in connection with the participation in this event or activity without compensation from the City of Oxnard and consent to the use of these photographs, pictures, slides, movies, or videos for any legal purpose;
7. Warrant that I am in good health and have no physical condition that would prevent me from participating in this event or activity.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I WILL BE GIVING UP MY RIGHTS TO MAKE A CLAIM AGAINST OR SUE THE CITY, ITS CITY COUNCIL, AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES FOR ANY INJURY, DAMAGE OR DEATH THAT I MAY SUSTAIN DURING PARTICIPATION IN THE EVENT OR ACTIVITY. WITH THIS IN MIND AND WITHOUT ANY MENTAL RESERVATION, I SIGN THIS RELEASE OF LIABILITY VOLUNTARILY AND WITHOUT ANY THREAT OR COERCION FROM THE CITY, ITS CITY COUNCIL, AGENTS, SERVANTS, EMPLOYEES OR REPRESENTATIVES. ELECTRONIC OR DIGITAL SIGNATURE SHALL HAVE THE SAME FORCE AND EFFECT AS A TRADITIONAL WET SIGNATURE.

Participant Name: _____

Mailing Address: _____

Day Phone: _____ Evening Phone _____

Email: _____

Emergency Contact: _____ Phone: _____

Participant Signature

Date

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in the Activity described in the *Minor Form and Consent to Medical Treatment Form*, accompanying this form, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the City of Oxnard, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Activity ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____



City of Oxnard Recreation & Community Services CODE OF CONDUCT

MISSION:

City of Oxnard Recreation and Community Services strives to enrich the quality of life for people of all ages by providing safe, positive and active opportunities within our community that embrace diversity and promote social connections, wellness, civic pride, and life-long learning.

PURPOSE:

To help ensure participant satisfaction and safety, the City requests participants and staff to follow a common set of rules for courteous behavior. Upon signing this Code of Conduct, participants acknowledge they have read and agreed with the code of conduct, posted rules and acknowledge the consequences should they not be complied with.

CODE OF CONDUCT:

Spectators, parents / guardians and participants are asked to please observe the following:

- Respect the rights and privileges of all persons at all times.
- In case of emergency, dial 911.
- Comply with requests from officials, staff and program facilitators / instructors.
- Comply with any rules of the program, event, class or activity and the rules of the facility where the program, event, class or activity is being conducted.
- Refrain from conduct that disrupts or obstructs any program, event, class or activity. This includes disrespectful and argumentative behavior towards others.
- Refrain from any lewd, obscene or indecent conduct or expression, including profanity, harassment, discrimination, bullying, threats or offensive remarks.
- Refrain from any action which in the judgement of any staff, instructor or facilitator, constitutes an attempt to inflict, or actually inflicts, injury to other participants and / or staff.
- Children not participating in the scheduled program, event, class or activity must be accompanied by a non-participating adult.
- Destruction or damage to a City of Oxnard facility or one of its facility partners or theft of any property is not acceptable. Anything found at the facility that does not belong to you, should be left where it is unless you have been told by staff, instructor or facilitator to take it.
- Smoking & vaping are not permitted at any City facility or property per City Ordinance No. 2908.
- Possession or use of a weapon or explosive devices is not allowed.
- Selling, possessing or use of illegal drugs, alcohol or marijuana is not allowed. *(Alcohol is only permitted when included in a rental agreement and provided by a licensed and approved caterer. All rental agreement rules and local, state and federal laws must be adhered to).*

ENFORCEMENT:

The above code of conduct will be enforced by the City of Oxnard staff, instructors and facilitators whose authority shall prevail in all cases. The following program of corrective actions will be in effect for repeat or habitual offenders:

- Violations of the code that do not constitute an immediate and apparent threat to the safety of others or their property will result in all or some of the following actions including, but not limited to:
 - A verbal warning
 - A suspension of the right to participate in the activity for a period of time
 - A permanent suspension from the program for failure to correct behavior for repeat violations of this code.

- Violations of the code that are deemed to constitute an immediate or implied threat to the safety of others or their property may result in:
 - A one month suspension
 - A sixth month suspension
 - A permanent suspension from the program

Any conduct staff, instructors or facilitators feel / suspect is illegal will be reported to the Oxnard Police Department immediately.

The circumstances and severity of the incident as determined by the Department Director or designee will determine the length of the suspension. Participants may contact the Department Director to appeal any and all suspensions.

Please help ensure a safe, fun and healthy environment for everyone!
City of Oxnard Recreation & Community Services
805-385-7995 www.oxnardrec.org

Participant Name (Print)

Participant Signature

Date

I have read and reviewed the Code of Conduct rules with my child. I understand and agree to support the City of Oxnard in enforcing these rules.

*Parent / Guardian Name (Print)

*Parent / Guardian Signature

Date

*Parent / Guardian signature needed if participant is under 18 years of age.

*In addition to the Code of Conduct all participants must sign the **Release of Liability** waiver provided by the program facilitator / instructor. For drop-in programs, participants must sign the waiver at the start of each class each day / time the activity is conducted.