



## City of Folsom Waiver, Release of Liability, Assumption of Risk, and Hold Harmless Agreement

I understand that participation in Adult Sports Activities (“Activities”) involves certain inherent risks, including the potential for death, serious injury, or property loss or damage. The risks include, but are not limited to, those caused by terrain and natural and manmade site conditions; exposure to natural elements, temperature and weather conditions; actions of others including, but not limited to participants, volunteers, spectators, league officials, or sponsors; lack of hydration; use of sporting equipment; and other hazards, known or unknown. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 from participating in the Activities and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 from participating in the Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Folsom its officers, agents, employees, contractors, volunteers, program participants and their families. I consent to having my temperature taken prior to the beginning of any activity. I affirm that I am in good health, physically able to perform the Activities, and have not been advised against participation by a qualified medical professional. **I am voluntarily participating in the Activities and I agree to assume all risks associated with participating in the Activities.**

For and in consideration of being permitted to participate in any City of Folsom Adult Sports Activities, on behalf of myself, my executors, administrators, heirs, next of kin, successors, assigns, and representatives, I agree to: (A) Protect, defend, indemnify, and hold harmless the City of Folsom, its officers, agents, employees, volunteers; the Folsom Cordova Unified School District; U.S.A. Softball; Amateur Softball Association; and the owners and maintainers of any facility used for the Activities from and against any and all claims or causes of action for death, personal injury, or property loss or damage arising out of, resulting from, or in any way related to my participation in the Activities; (B) Waive, release from all liability, and forever discharge the entities and individuals mentioned above from any and all claims and demands of any kind, nature, and description whatsoever, and any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which I have or may have in the future arising out of or in any way related to or connected with participation in the Activities. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them or because of their possible liability without fault. I acknowledge and agree that this release applies to all claims for death, injury, damage, or loss to my person and property, whether known or unknown, foreseen or unforeseen, patent or latent, and I hereby waive application of California Civil Code Section 1542 on behalf of myself. I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer injury, loss or damages arising out of participation in the Activities, I will not be able to make any claim for those damages. I acknowledge that I intend these consequences even as to claims for damages that may exist as of the date of this release but which I do not know exist, and which, if known, would materially affect my decision to execute this release. I certify that I have read the following provisions of California Civil Code Section 1542: **“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”**

I understand and agree that this document shall be construed broadly to provide a waiver, release of liability, assumption of risk, and hold harmless agreement to the maximum extent permitted by law. I understand that by signing this document I am freeing the City of Folsom, its officers, agents, employees, volunteers; the Folsom Cordova Unified School District; U.S.A. Softball; Amateur Softball Association; and the owners and maintainers of any facility used for the Activities from any liability resulting from my participation in the Activities. I understand that if I am injured, this document will be used against me and anyone else claiming injury or damage in any legal action because of my injury.

**I also acknowledge by my signature below that I have received the Player’s Code of Conduct and agree to abide by its terms.**

**I have carefully read this entire Agreement and understand its terms and their legal significance. This waiver, release and indemnification is freely and voluntarily given with the understanding that any rights I may waive herein are knowingly given up in return for allowing my participation in these Activities. My signature is intended not only to bind myself, but all successors, heirs, representatives, administrators, and assigns that I may have. No oral representations, statements or inducements apart from this written agreement have been made.**

**I certify that I have personally read and understand the foregoing.**

**BY SIGNING BELOW, I HAVE READ THE ADULT SPORTS WAIVER AND AGREE TO ITS TERMS**  
 (Waiver, Release of Liability, Assumption of Risk, and Hold Harmless Agreement on previous pages)

*I certify that I represent this team and that all members read this agreement and personally signed this in my presence.*

Team Name: \_\_\_\_\_ Team Manager Name: \_\_\_\_\_

Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Print Name	Signature	Date	Address	Phone	Email	Birthdate
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