

City of Vacaville
Community Services Department
Participant's Liability, Medical Release, and Indemnification Agreement
FOR ADULT SPORTS LEAGUE AND TOURNAMENTS

Please read all sections of this form and print and sign your name on the reverse side.

In consideration for being permitted by the City of Vacaville ("City") to participate in the above-described program and/or activity ("Recreation Program"), I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage, which I may sustain or which may occur, as a result of my participation in said Recreation Program.

I understand and agree that:

1. This release is intended to discharge in advance the City and its officers, officials, employees, contractors, agents and volunteers ("City personnel") from and against all liability arising out of or connected in any way with the participation of myself in said Recreation Program;
2. Participation in said Recreation Program may be of a hazardous, strenuous, and/or physical nature;
3. Participation in said Recreation Program may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, including the actions, inactions or negligence or other legal fault of the City and/or City personnel, or from the conditions of the facilities, equipment, or areas where said Recreation Program is being conducted;
4. Knowing the risks involved, I nevertheless voluntarily request permission for myself and/or my minor child to participate in said Recreation Program;
5. I hereby assume any and all risks of injury, death or property damage arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program;
6. I hereby release, discharge and absolve the City and all City personnel in advance from and against any and all liability, injury, or damage arising out of or in connection with my and/or my minor child's participation in said Recreation Program, or the failure on the part of the City and/or City personnel to comply with any obligations related to said Recreation Program, even though that liability, injury, or damage may arise out of the negligence or other legal fault of the City and/or City personnel;
7. I will indemnify and hold the City and all City personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with the participation of myself and/or my minor child in said Recreation Program;
8. I expressly permit my minor child to travel by private automobile to and from all events and activities related to said Recreation Program, and release, discharge and absolve the City and all City personnel from and against any and all liability, injury, or damage arising out of or connected with said transportation;
9. I and/or each minor child listed herein is in good health and has no physical condition which would prevent safe participation in said Recreation Program. I agree to immediately report to the program or activity supervisor any unsafe condition and/or injury incurred by myself and/or my minor child;
10. In the event that my minor child requires medical or surgical treatment while under the supervision of City personnel in connection with such Recreation Program, such City personnel may authorize treatment;
11. I understand that the City provides no medical insurance for treatment of such illness or injury and that any cost of treatment will be at my expense. Although I have listed a personal physician above, I understand that the location of such Recreation Program or the nature of the injury or illness may require the use of emergency medical services. On behalf of myself and/or my minor child, I therefore release, discharge and absolve the City and all City personnel from and against any and all liability, injury, or damage arising out of or connected with the use of such medical services;
12. I acknowledge that said Recreation Program is not child care as defined by the State of California;
13. I understand that City personnel may photograph or videotape me and/or my minor child and that the City may use such photographs or videotapes to promote City programs and activities. I expressly allow, and hereby waive any objection to, the City's photographing or videotaping of me and/or my minor child when I and/or my minor child am participating in said Recreation Program. I understand that neither I nor my minor child shall receive any compensation or payment for use of such photographs or videotapes and that all photographs and videotapes will remain the sole and exclusive property of the City of Vacaville;
14. I understand and agree that this release is intended to be as broad and inclusive as permitted under California law, and that if any portion of this release is invalid, the balance shall continue in full force and effect;
15. This release shall be effective and binding upon myself and/or my minor child's heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.

