

# Central Coast Athletics Foundation and Kiwanis Greater Pismo Beach Elementary School Track & Field Championships

## **Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment and services of the Departments of Intercollegiate Athletics and Recreational Sports, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships, its directors, officers, employees, and agents from liability from any and all claims including the negligence of the Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, classes, observation, and use of facilities, premises or equipment.

**Assumption of Risks:** This use of Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships property, facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships, have use of the facilities for and provide for activities such as social events, community outreach, clinics, classes, camps, and competitions. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the Central Coast Athletics Foundation. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD The Regents of the Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships, HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Central Coast Athletics Foundation and the Kiwanis Greater Pismo Beach Elementary School Track and Field Championships, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgement of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

It is understood and agreed that this payment is made and received in full and complete settlement and satisfaction the causes of action, claims and demands mentioned herein; that this Release contains the entire agreement between the parties; and that the terms of this agreement are contractual and not merely a recital. This Release may not be altered, amended or modified, except by a written document signed by both parties.

Furthermore, this Release shall be binding upon the undersigned, and his respective heirs, executors, administrators, personal representatives, successors and assigns. This Release shall be subject to and governed by the laws of the State of California.

This Release has been carefully read and fully understood by the undersigned. The terms have been explained to me and I am freely, knowingly and voluntarily entering into this Release.

Participant(s) Name(s)	School	Age

Date: \_\_\_\_\_ Signature of Parent/Guardian of Minor: \_\_\_\_\_