

D1 Athletics - NorCal Jumps Clinic Waiver & Release of Liability, Consent to Medical Treatment of Minor

WARNING: READ CAREFULLY, THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND DEPRIVES YOU OF THE RIGHT TO SUE THE EVENT ORGANIZER AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS EFFECT.

WAIVER AND RELEASE OF LIABILITY, CONSENT TO MEDICAL TREATMENT OF MINOR

IN CONSIDERATION of John Rembao (“D1 Athletics”) allowing me to participate in any event and any activities related thereto (collectively, the “Event”); I, for myself, and on behalf of my family, guardians, heirs and next of kin, and any legal and personal representatives, successors and assigns, hereby agree to and make the following contractual representations: 1) I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event; and (ii) I am not, and will not be, under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event. 2) I understand and acknowledge the physical and mental rigors associated with walking, running, sprinting, jumping, throwing, lifting, and track & field skill events, and realize that such events are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, permanent disability, paralysis and death; loss or damage to property; exposure to extreme conditions and circumstances; accidents, illness, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect course conditions; water, road and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Event organizers; and other undefined harm or damage which may not be readily foreseeable, and other presently unknown risks and dangers (“Risks”). I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the Event, or the acts, inaction or negligence of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in the Event. 3) I agree to be familiar with and abide by the Rules and Regulations established for the Event. I also accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment. 4) I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: D1 Athletics, NorCal Jumps Clinic, Pacific Association of USA Track & Field, the Santa Cruz Track Club, San Lorenzo Valley High School, San Lorenzo Valley Unified School District, San Lorenzo Valley School Board, officers, agents, employees, servants, students and volunteers, event directors, officials, sponsors, advertisers, beneficiaries, venues and property owners upon which the Event takes place, law enforcement agencies and other public entities providing support for the Event, and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (individually and collectively, the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorneys’ fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate to my participation in the Event, including the photo release set forth below and including claims for Liability caused in whole or in part by the negligence of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such claim. I expressly waive the benefits of Section 1542 of the California Civil Code, which provides: “A general release does not extend to claims the creditor does not know or suspect to exist in his favor at the time of his executing the release, which, if known by him must have materially affected his settlement with the debtor.” 5) I hereby grant D1 Athletics, and each of the other Released Parties permission to use, with or without my name, photographs and video of me taken at the Event in any and all of its publications, including website entries, without payment or any other consideration. I understand and agree that these materials will become the property of D1 Athletics or its contractor and will not be returned. I hereby irrevocably authorize D1 Athletics to edit, alter, copy, exhibit, publish or distribute such photographs and/or video. I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of the minor indicated below), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions set forth herein.

Printed Name of Participant: _____ Age: ____ Date of Birth: ____ / ____ / ____

Participant's Signature: _____ Date: _____

As the **Parent and/or Legal Guardian to the minor participant identified above**, I hereby accept and agree to all of the terms and conditions of this agreement in connection with the minor's participation in the Event. If, despite this Agreement, I, or anyone on the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as the result of such claim.

Further, I hereby authorize any duly authorized doctor, emergency medical technician, hospital or other medical facility to treat said minor for the purpose of attempting to treat or relieve any injuries received by said minor while he/she is a participant of the Event. I authorize any licensed physician to perform any procedure which he/she deems advisable in attempting to treat or relieve any injuries or any related unhealthy conditions to said minor that he/she may encounter during any necessary operation. I consent to the administration of anesthesia as deemed advisable by any licensed physician. I realize and appreciate that there is a possibility of complications and unforeseen consequences in any medical treatment, and I assume any such risk on the behalf of myself and said minor. I acknowledge that no warranty is being made as to the results of any treatment.

Parent/Guardian Signature: _____

(required if participant is under the age of 18)

Date: _____ email address: _____