BOYS & GIRLS CLUBS
OF SAN DIEGUITO

Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Participant's Printed Name:

Waiver: In consideration of being permitted to participate in any way in any programs or activities offered by Boys & Girls Clubs of San Dieguito, or any programs taking place at Boys & Girls Clubs of San Dieguito facilities, or otherwise access and use facilities at the Boys & Girls Clubs of San Dieguito (together, hereinafter called "The Activity"), I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Boys & Girls Clubs of San Dieguito, its officers, directors, employees, representatives, agents, successors, and assigns, current and former (the "Released Parties"), from liability from any and all claims including the negligence of the Released Parties resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

_____

Signature of Adult Participant Date

_____

Printed Name and Signature of Parent/Guardian of Minor Date

Assumption of Risks: Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 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 Activity. 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 HARMLESS the Released Parties from all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in The Activity 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.

Acknowledgment 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.

_____ _____

Signature of Parent/Guardian of Minor Date Signature of Adult Participant Date

Emergencies: In case of emergency, I give my permission for emergency medical treatment of myself or my child and for transportation to such treatment.

Yes, I grant permission _____ (Initial) No, I do not grant permission _____ (Initial)

Photo/Video Consent: Photographs/videos may be taken during The Activity. These photographs/videos may be used for future Boys & Girls Clubs of San Dieguito promotional material. Please indicate whether you will or will not grant permission to use participant's photo for these purposes.

Yes, I grant permission _____ (Initial) No, I do not grant permission _____ (Initial)