

ASSUMPTION OF RISK, COVENANT NOT TO SUE, RELEASE, AND INDEMNIFICATION

REDDING SPORTS PARK

I, _____, in consideration for the privilege of participation in any sport, club or activity offered by the City of Redding (“City”) that includes, but is not limited to, practices, training, coaching, use of equipment (whether that of the City or someone else), supervision by City employees, volunteers or agents, as well as any trip or excursion associated with such activities including, without limitation use of transportation provided by City, and the recreational use of or entrance to certain City facilities (collectively referred herein as the “Recreational Activities”) on behalf of myself, my heirs, beneficiaries, legal representatives, officers, directors, employees, partners, participant children/child (if applicable), successors and assigns acknowledge and agree to the following:

I acknowledge and agree that the participation in the Recreational Activities is a privilege and not a right.

ASSUMPTION OF RISK.

I, the undersigned, HEREBY ACKNOWLEDGE THAT THE RECREATIONAL ACTIVITIES INVOLVE ACTIVITIES WITH RISK OF DAMAGE OR PERSONAL INJURY WHICH COULD RESULT IN PHYSICAL OR EMOTIONAL INJURY, PARALYSIS, OR PERMANENT DISABILITY, DEATH, AND PROPERTY DAMAGE. RISKS INCLUDE, BUT ARE NOT LIMITED TO, BROKEN BONES, BRUISES AND OTHER BODILY INJURIES CAUSED BY FALLS OR CONTACT WITH WALLS, OBJECTS OR OTHER PARTICIPANTS; MEDICAL CONDITIONS OR INJURIES RESULTING FROM PHYSICAL ACTIVITY, DAMAGED CLOTHING OR OTHER PROPERTY, COMING IN CONTACT WITH OR CONTRACTING VIRUSES, INCLUDING BUT ARE NOT LIMITED TO RISK OF EXPOSURE TO COVID-19 OR ANY OTHER INFECTIOUS DISEASES. I UNDERSTAND THIS IS NOT A COMPLETE DESCRIPTION OF ALL RISKS AND THAT OTHER UNKNOWN OR UNFORESEEABLE HAZARDS AND RISKS OF HARM MAY OCCUR.

If the Recreational Activity involves the use or entry onto the REDDING SPORTS PARK facility (formerly REDDING BIG LEAGUE DREAMS), I have been specifically warned and am aware that the facility and its fields are in a dilapidated condition which presents a heightened risk of injury due to deterioration and ad hoc repairs.

With this in mind, I accept full responsibility for my own safety and EXPRESSLY ASSUME ALL RISKS OF HARM, whether foreseen or unforeseen, and whether occurring while participating in the Recreational Facilities or/and being on the City’s premises.

_____ (Initials)

COVENANT NOT TO SUE; RELEASE; INDEMNIFICATION. I hereby voluntarily WAIVE AND RELEASE, forever discharge, and agree to indemnify, exonerate and hold harmless City, its elective and appointive boards, commissions, officials, officers, agents, employees, volunteers, and contractors, as well as their agents, attorneys, and insurers from and against any liability, demands, claims or right of action, damages, liability, loss, cost or expense, that I now have or may hereafter have for bodily injury, death, or property damage related to or resulting from the participation in the Recreational Activities, regardless of whether the injury, death, or damage results from any active or passive act, error, omission, or NEGLIGENCE of City or other parties released, excluding gross negligence or willful misconduct. I further COVENANT NOT TO SUE or make any demand or claim against City or other parties released, for or by reason of any such damage or personal injury from the participation in the Recreational Activities. I will pay all fees, damages, and costs, including attorney's fees, City or other parties released may incur in the enforcement of this agreement.

I EXPRESSLY WAIVE THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:” A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS

THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” I am aware of any accept of general release of all known and unknown claims as provided above.

_____ (Initials)

FILMS, VIDEOTAPES. PHOTOS. I hereby irrevocably, absolutely and in perpetuity, grant unlimited permission to City, its employees, agents, and contractors to film, videotape and record, and take pictures of my participation in the Recreational Activities (or my participant child, if applicable) and subsequently telecast, sell, distribute and otherwise utilize the same in whatever manner City, its employees, agents, and contractors deem appropriate free of charge.

If I am a **PARENT** or **GUARDIAN** of any minor person under 18 years of age participating in the Recreational Activities, I make these representations and agree to the terms of this Assumption of Risk, Covenant Not to Sue, Release, and Indemnification agreement on behalf of each minor, as well as myself, and I agree to assume responsibility for their safety. I further agree to **INDEMNIFY AND HOLD HARMLESS** City and the other parties released, above, from and against any demand, claim, right of action or suit that may be brought on behalf of any such minor arising from or related to the participation in the Recreational Activities. I will pay all fees, damages, and costs, including attorney's fees, City or other parties released may incur in the enforcement of this agreement.

_____ (Initials)

I represent that I am physically fit and know of no medical or health reason why I should not participate in the Recreational Activities.

ACKNOWLEDGEMENT

I acknowledge that I: (1) have read this document and understand that I give up substantial actual or potential rights in order to allow the below-named individual to participate in the Recreational Activities; (2) have voluntarily signed as evidence of acceptance of this Assumption of Risk, Covenant Not to Sue, Release, and Indemnification agreement without any inducement or assurance of any nature, with full appreciation of all risks inherent in the City-related activity/ies; (3) have no question regarding the scope or intent of this Assumption of Risk, Covenant Not to Sue, Release, and Indemnification agreement and I (parent/guardian/non-minor student) have the right and authority to enter into this Assumption of Risk, Covenant Not to Sue, Release, and Indemnification agreement and to bind myself, the individual named below, personal representative, assign, heir, trustee, or guardian to the terms of this Assumption of Risk, Covenant Not to Sue, Release, and Indemnification agreement. This is a release of all claims.

I, THE UNDERSIGNED, HAVE READ THIS DOCUMENT. I UNDERSTAND THAT IT IS A RELEASE OF ALL CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION, AND I FURTHER UNDERSTAND THAT I AM ASSUMING ALL RISKS INHERENT IN THE RECREATIONAL ACTIVITIES, THAT INCLUDE, WITHOUT LIMITATION, SPORT, CLUB, OR OTHER ACTIVITY. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THIS ASSUMPTION OF RISK, COVENANT NOT TO SUE, RELEASE, AND INDEMNIFICATION AGREEMENT.

Signature _____

Date _____

Parent/Guardian Signature _____

Date _____