CITY OF VISTA
CALIFORNIA

# CITY OF VISTA
# RECREATIONAL PARTICIPANT EXPRESS ASSUMPTION OF THE RISK, RELEASE, WAIVER AND INDEMNITY AGREEMENT

PROGRAM: Flag Football 2026 ("program")

**No participant may participate in the above program unless and until this form is properly initialed & signed by the participant**

## EXPRESS ASSUMPTION OF THE RISK

Recreational sports and activities ***INVOLVE INHERENT RISKS OF SERIOUS BODILY INJURY, DEATH AND/OR PROPERTY DAMAGE***. No amount of due care, caution, instruction, or expertise can eliminate all risks. Participation in recreational sports and activities ***ALSO EXPOSES ONE TO ADDITIONAL RISKS***, whether inherent or not, caused by things such as conditions of property, equipment provided and/or conduct of others, including other participants, spectators, or employees, agents, and independent contractors of the City of Vista. These risks can be encountered whether or not one actually participates in the recreational sport or activity. ***PARTICIPANT FREELY ASSUMES ALL RISKS INVOLVED WITH THE PROGRAM LISTED ABOVE WHETHER OR NOT SAID RISKS ARE SPECIFICALLY DELINEATED***. _____(Initial)

## CORONAVIRUS, COVID-19

The coronavirus disease, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is an infectious disease. COVID-19 is extremely contagious. COVID-19 can easily spread from person to person, even without any direct contact between persons. Persons contracting COVID-19 may experience symptoms commensurate with a serious illness, including, death. By participating in the above listed program, Participant may come into contact with or be in close enough proximity to a person who may transmit COVID-19 to the participant. ***PARTICIPANT FREELY ASSUMES ALL RISKS OF CONTRACTING COVID-19 WHETHER OR NOT SPECIFICALLY DELINEATED***. _____(Initial)

## RELEASE AND WAIVER OF LIABILITY

In consideration for the City of Vista granting participant permission to participate in the program listed above, the undersigned agrees to: (1) ***FOREVER RELEASE, DISCHARGE, AND WAIVE ANY AND ALL LIABILITY CLAIMS OR DEMANDS ARISING OUT OF PARTICIPATION IN THE PROGRAM LISTED ABOVE AGAINST THE CITY OF VISTA***, its employees, agents, independent contractors, and/or volunteers ("Releasees") that the ***UNDERSIGNED, HIS OR HER PERSONAL REPRESENTATIVE(S), SUCCESSOR(S) IN INTEREST, ASSIGN(S), HEIR(S), OR DEPENDENT(S)*** has or might have against Releasees, now or in the future, and whether or not said claims and/or demands are or were caused by acts of the Releasees and/or any other person or entity, and, (2) expressly waive and relinquish all rights and benefits afforded by CA Civil Code section 1542 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." _____(Initial)

## INDEMNITY

In consideration for the City of Vista allowing participant to participate in the above listed program, the ***UNDERSIGNED, HIS OR HER PERSONAL REPRESENTATIVE(S), SUCCESSOR(S) IN INTEREST, ASSIGN(S), HEIR(S), or DEPENDANT(S) AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND*** Releasees from any legal obligation, claim and/or liability, whether or not caused by the acts of Releasees or any other person or entity, arising out of participation in the above listed program. The duty to defend exists independently of any duty to indemnify. _____(Initial)

## ACKNOWLEDGEMENT

By signing ***THIS EXPRESS ASSUMPTION OF THE RISK, RELEASE, WAIVER, AND INDEMNITY AGREEMENT*** ("Agreement"), the undersigned acknowledge(s) that: (1) my participation in the above listed recreational sport or activity is voluntary and I am aware of the potential dangers incidental to engaging in said recreational sport or activity, including the possibility of contracting COVID-19; (2) I have fully read and understood the Agreement; and (3) knowing the risks involved, I acknowledge and agree the Agreement is a contract that ***EXTINGUISHES CERTAIN LEGAL RIGHTS AND IMPOSES OTHER LEGAL OBLIGATIONS*** and wish to extinguish and/or waive said legal rights and obligations. I also acknowledge and understand that my failure to initial where indicated above does not invalidate the Agreement or any provision of the Agreement. Lastly, if the Participant is a minor, his or her custodial parent or legal guardian acknowledges that they have read and understood the terms of this Agreement and by signing agrees to be bound by all the terms in the Agreement and agrees to bind the minor to all the terms of the Agreement.

**Participant's Name (Print):**_____**Date of Birth:** _____

**School child attends:**_____**Grade:** _____ **Todays Date:**_____

**Parent/Legal Guardian Name (Print):** _____**Relation** _____

**Signature of Parent/Legal Guardian:**_____**Date:** _____

**Address:**_____**Telephone Number:**_____