

**RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT
YOLO STRIDERS TRACK & FIELD CLUB**

1. I, _____, the undersigned, on behalf of myself, my heirs and next of kin, personal representative, agents, insurers, successors and assigns agree to release and hold harmless the above named Program, its coaches, trainers, assistant coaches, volunteers, as well as the owners of the facilities and properties upon which any activity takes place (and said facilities agents, coaches, staff, personnel, agents and affiliates) from any present or future claim for physical or emotional injury, property damage or death arising directly or indirectly from my participation in the Program, to the fullest extent permitted under law, including allegations or claims of negligence on the part of any of the above-referenced parties; provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct.
2. I further agree, for myself, my administrators, personal representatives, executors, predecessors, successors, agents, heirs and assigns not to sue, make or file any lawsuits, claims, proceedings or any other actions of any kind whatsoever against harmless The Program, its coaches, trainers, assistant coaches, volunteers, as well as the owners of the facilities and properties upon which any activity takes place (and said facilities agents, coaches, staff, personnel, agents and affiliates) for bodily injury, property damage, or death sustained during my participations in the program to the fullest extent permitted under law, including allegations or claims of negligence on the part of the above-referenced parties, provided, however, this Agreement does not apply to acts of gross negligence, willful or wanton conduct, or intentional conduct.
3. Except for the intentional misconduct or gross negligence of the Indemnitee, the undersigned further covenants and agrees to indemnify, protect, defend, hold and save The Program, its coaches, trainers, assistant coaches, volunteers, as well as the owners of the facilities and properties upon which any activity takes place (and said facilities agents, coaches, staff, personnel, agents and affiliates) harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims or expenses, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever, incurred by or arising from or relating in any way to their child's participation in The Program.
4. In consideration for participating in Yolo Striders Track & Field Club and other valuable consideration, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Yolo Striders Track & Field Club, San Juan School District, Bella Vista High School, Woodland Joint Unified School District, Pioneer High School, their officers, servants, agents, and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted or in transportation to and from said premises.
5. To the best of my knowledge, I can fully participate in this activity. I am fully aware of risks and hazards connected with the activity, including but not limited to the risks as noted herein, and I hereby elect to voluntarily participate in said activity, and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.
6. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage or costs, including court costs and attorney's fees, that may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise.
7. It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California.
8. I UNDERSTAND THAT YOLO STRIDERS TRACK & FIELD CLUB, San Juan School District, Bella Vista High School, Woodland Joint Unified School District, Pioneer High School, WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH AN INJURY I MAY SUSTAIN.
9. I further agree to become familiar with the safety guidelines provided to me by the Yolo Striders Track & Field Club concerning athlete conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction.
10. The undersigned custodial/residential parent or legal guardian represents and warrants that he/she has the authority to sign on behalf of the Participant(s) to the terms of this Agreement. The undersigned has read and understands the above Agreement and understands the potential dangers involved in engaging in this program. The undersigned is fully aware of the legal consequences of the Agreement and agrees to its terms.
11. I also understand that I should and am urged by Yolo Striders Track & Field Club to obtain adequate health and accident insurance to cover any personal injury to myself which may be sustained during the activity or the transportation to and from said activity.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____ day of _____, 20_____.

Athlete Signature
(If Participant is 18 years of age or older)

Date

Parent/Guardian Signature
(If Participant is under 18 years of age or a dependent on Parent(s)/Guardian(s) insurance and/or taxes for the period of participation in The Program.)

Date