

Carondelet Athletics Release of Liability Waiver

Date Completed: _____

Participant Information:

First Name: _____ Last Name: _____
Email Address: _____ Cell Phone Number: _____

Emergency Contact Information:

Name: _____ Relationship: _____
Phone Number: _____ Email Address: _____

Facility Usage:

Point of Contact (e.g., supervising coach or personnel): _____
Date & Times of Gym Usage (ex: 9/13-10/25, Tuesdays, 3:30-5:30pm): _____
Nature of Usage (ex: basketball open gym): _____

Release of Liability:

This section must be filled out entirely. By checking the boxes you agree to terms stated within this agreement. "Program" is in reference to any training or practice done outside of the EBAL season of sport. The Carondelet Gym is referred to as the "gym" throughout this waiver.

In consideration for my participation in Carondelet High School's above mentioned ("Program"), I agree to the following terms for myself and/or my child:

Assumption of the Risk. The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in the above-noted Program, including, but not limited to, the risks involved with the activity itself, the negligent and/or willful and wanton acts of others, the criminal and/or intentional acts of others, the omission of an act of another, a defect or condition of the premises or the unavailability of emergency care. Participation in the Program 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. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful and wanton misconduct of any employees or agents of Carondelet High School.

Release. The undersigned releases Carondelet High School and all of its directors, trustees, officers, employees, servants, volunteers, and agents and agrees not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in my voluntary participation in the above-noted Program, including those claims, causes of action, injuries, illnesses, damages, and/or cost or expenses, based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.

Waiver. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims and specifically waives the provisions of California Civil Code Section 1542 which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her

favor at the time of executing the release, which if known by him or her, must have materially affected his or her settlement with the debtor.

Indemnity and Defense. The undersigned agrees to indemnify and defend Carondelet High School and all of its directors, trustees, officers, employees, servants, volunteers, and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, injury or death that may result to the undersigned's child, or anyone else.

Representatives. The undersigned enters into this agreement for himself/herself, his/her heirs, assigns, and legal representatives.

Insurance. The undersigned understands that Carondelet High School does not carry insurance to cover any possible losses the undersigned may incur as a result of his or her voluntary participation in the above-noted Program. The undersigned is encouraged to undergo a medical physical exam and purchase health insurance prior to any and all participation in the Program.

Medical Care. I understand and agree that Carondelet High School may not be able to provide medical personnel at all times. I hereby give my consent to a faculty or staff member, a fellow participant and/or student, an adult supervisor, emergency medical personnel, and/or a doctor of medicine or dentistry or associated personnel to provide me with medical assistance and/or treatment in the event of an emergency. I also agree to allow Carondelet High School to share any and all medical information about me with any party called to assist in my care. Finally, I agree to save and hold harmless and indemnify Carondelet High School from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon the Participant named above because of any defect in or lack of such capacity to so act or caused, or alleged to be caused, in whole, or in part, by the negligence of the released parties.

Severability. If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.

Acknowledgement. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION IN THE ABOVE-NOTED PROGRAM IS VOLUNTARY.

Release of Liability Agreement:

- By checking this box you agree to all of the terms listed in the Release of Liability section above
- By checking this box I acknowledge that I am voluntarily using the Gym.
- By checking this box you understand that you are not to grant anyone else access to the Gym.
- By checking this box you understand that granting / giving access to anyone other than yourself will result in revoked privileges to use the Gym entirely.
- By checking this box you understand that any violation of the Policies & Procedures will result in your Gym access being revoked until further notice.