LA CITY DUCKS FOOTBALL 2022 TACKLE SEASON



YOUTH TACKLE FOOTBALL RELEASE AND WAIVER OF LIABITY

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of being permitted to participate in any practice, game, tournament or any other activity or event with the LA City Ducks Football Club (collectively, "Football Activities"), the undersigned acknowledges, appreciates, and agrees that:

Assumption of Risk: Participation in Football Activities carries with it certain inherent and significant risks that cannot be eliminated regardless of the care taken to avoid injuries. Despite the league and coaching rules, use of protective equipment and personal discipline, which may reduce the above-referenced risks, such risks still exist. The specific risks vary from one activity to another, and include but are not limited to: (i) minor injuries such as scratches, bruises and sprains, (ii) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks and concussions, and (iii) catastrophic injuries including paralysis and death.

I have read the previous paragraph and I know, understand, and appreciate these and other risks that are inherent in Football Activities. I hereby assert that participation by my child/ward with the LA City Ducks Football Club is voluntary and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full and exclusive responsibility for such participation by my child/ward. I further certify that I, as parent/guardian, with legal responsibility for the child/ward named below, have read and explained the provisions in this waiver/release to my child/ward including the risks of participation. Furthermore, my child/ward understands and accepts these risks. I hereby further assert that my child/ward is physically able to participate in all Football Activities.

<u>Waiver & Release</u>: I, for myself and on behalf my spouse, child/ward and each of our respective heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS the LA City Ducks Football Club, their officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), from any and all loss, liability, debts, obligations, costs, expenses, damages, charges, judgments, executions, liens, claims, demands, actions or causes of action whatever nature or description, in law or in equity, including WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or any loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, in whole or in part, to the fullest extent permitted by law. The undersigned understands, acknowledges and accepts that is Release and Waiver of Liability is intended to be binding on the undersigned and anyone related to the undersigned.

<u>Publicity Waiver</u>: I acknowledge and agree that the LA City Ducks Football Club retains the right to use photos, video and other media of participants in Football Activities for publicity and advertising purposes.

<u>Authority:</u> The undersigned is the parent or legal guardian of the child whose name is printed below and acknowledge and represent their full right and authority to execute this agreement. The undersigned is fully competent, literate and lack any disability that would prevent or impede his/her/their ability to understand the provisions thereof and are not under any legal limitation otherwise that would prevent or impede execution hereof.

Severability: The undersigned further expressly agrees that the forgoing 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 found in valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

REGISTRATION IS NOT COMPLETE UNLESS ALL THREE (3) SIGNATURES ARE PRESENT. ONE (1) PARTICIPANT PER WAIVER. NO PARTICIPATION WITHOUT A FULLY SIGNED WAIVER.

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Acknowledgement of Understanding: I have read this Release and Waiver of Liability, 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.

Name of Minor (Print)		
Name of Parent / Guardian of Minor		
x		
Signature of Parent / Guardian of Minor	Date	

(SIGNATURE PAGE TO RELEASE AND WAIVER OF LIABILITY)

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RELEASE AND WAIVER OF LIABILITY FOR COMMUNICABLE DISEASES, INCLUDING COVID-19

In consideration of being permitted to participate in any practice, game, tournament or any other activity or event with the LA City Ducks Football Club (collectively, "<u>Football Activities</u>"), the undersigned acknowledges, appreciates, and agrees that:

- 1. Participation in Football Activities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the LA City Ducks Football Club, their officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, in whole or in part, to the fullest extent permitted by law.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of Minor (Print)		
Name of Parent / Guardian of Minor		
x		
Signature of Parent / Guardian of Minor	Date	

REGISTRATION IS NOT COMPLETE UNLESS ALL THREE (3) SIGNATURES ARE PRESENT. ONE (1) PARTICIPANT PER WAIVER. NO PARTICIPATION WITHOUT A FULLY SIGNED WAIVER.

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AUTHORIZATION FOR EMERGENCY TREATMENT

In the case of an emergency, and I cannot be reached, I authorize the staff of the LA City Ducks Football Club to obtain whatever medical treatment he/she deems necessary for the welfare of the minor named below. I further understand that I will be financially responsible for all charges and fees incurred in the rendering of said emergency treatment, regardless of whether or not my medical insurance covers such charges and fees.

I am the Parent / Guardian of	, a Minor, and I am
signing this Authorization for Emergency Treatment on behalf of said Minor.	
Name of Parent / Guardian of Minor	
x	
Signature of Parent / Guardian of Minor Date	