

ACCIDENT WAIVER, RELEASE OF LIABILITY, AND PHOTO RELEASE
(PLEASE READ BEFORE SIGNING)

I acknowledge that this athletic event is a test (and may be an extreme test) of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that I am or my child is physically fit, have sufficiently trained to be a participant in the event and have not been otherwise advised against participating by a qualified medical professional. I acknowledge that this Accident Waiver, Release of Liability, and Photo Release form will be used by event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my child, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge the City of Folsom and its officers, agents, employees, volunteers, event holders, event promoters, event sponsors, event volunteers, event permit grantors, event property owners, and event participants, from any and all liability for my or my child's death, disability, personal injury, property damage, property theft, lost income, or any other losses, costs or actions of any kind which hereafter may accrue to me or my child by virtue of my or my child's training for this event, my or my child's participation in this event, or my or my child's travel to or from this event; (B) Protect, Defend, Save, Indemnify, and Hold Harmless the entities or persons mentioned above from any and all liabilities or claims made by other individuals or entities as a result of any of my or my child's actions during this event.

I hereby consent to receive medical treatment for myself or my child, which may be deemed advisable in the event of injury, accident and/or illness during this event. I understand that at this event or related activities, I or my child may be photographed. I agree to allow my or my child's photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and/or assigns. This Accident Waiver, Release of Liability, and Photo Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

THE UNDERSIGNED PARENT AND NATURAL GUARDIAN OR LEGAL GUARDIAN DOES HEREBY REPRESENT THAT HE/SHE IS, IN FACT, ACTING IN SUCH CAPACITY AND AGREES TO PROTECT, DEFEND, SAVE,

INDEMNIFY, AND HOLD HARMLESS EACH AND ALL OF THE PARTIES REFERRED TO ABOVE FROM ALL LIABILITY, LOSS, COST, CLAIM OR DAMAGE WHATSOEVER WHICH MAY BE IMPOSED UPON SAID PARTIES BECAUSE OF ANY DEFECT IN OR LACK OF SUCH CAPACITY TO SO ACT AND RELEASE SAID PARTIES ON BEHALF OF THE MINOR AND THE PARENTS OR LEGAL GUARDIAN. I UNDERSTAND THAT BY AGREEING TO THIS WAIVER I AM FREEING THE CITY OF FOLSOM AND ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM ANY LIABILITY RESULTING FROM MY OR MY CHILD'S PARTICIPATION IN THE ACTIVITIES AND EVENTS REGISTERED. I RECOGNIZE THAT THESE ACTIVITIES AND EVENTS CAN BE DANGEROUS TO ME OR MY CHILD AND ACCEPT THOSE DANGERS. I UNDERSTAND THAT IF I AM OR MY CHILD IS INJURED, THIS RELEASE AND WAIVER WILL BE USED AGAINST ME AND ANYONE ELSE CLAIMING INJURY OR DAMAGE BECAUSE OF MY OR MY CHILD'S INJURY IN ANY LEGAL ACTION. I ALSO UNDERSTAND THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF THE CITY OF FOLSOM IS AUTHORIZED TO MODIFY THIS DOCUMENT.

I CERTIFY THAT I HAVE PERSONALLY READ AND UNDERSTAND THIS LIABILITY, INDEMNIFICATION AGREEMENT, AND PHOTO RELEASE.

Print Participant Name

If under 18 yrs, print Guardian Name

Participant/Guardian Signature

Date _____