

Sutter Jr. Huskies P.O. Box 376 Sutter, CA 95982 Sutter Junior Huskies.org



Amateur Athletic Waiver and Release of Liability

In consideration for my minor child being allowed to participate in any way in the Sutter Junior Huskies ("SJH"), youth football and cheer programs, related events and activities, the undersigned acknowledges, appreciates, agrees, and covenants to the following terms and conditions ("Agreement"):

<u>Voluntary Participation</u>: I understand that participation of my child in SJH football and cheerleading is completely voluntary.

Acknowledgement of Risk: I understand and acknowledge that my child will participate in activities in this program, including, but not limited to, football and cheerleading. I understand and acknowledge that the inherent risks to my child from participating in the activities involved in this program are significant, and include the following non-exhaustive list of risks: falls, slips, sprains, broken bones, injuries caused by contact with other players, paralysis, death, emotional distress, aggravation of pre-existing injuries or medical conditions, injuries from pot-holes, standing water and other conditions of the field, with humidity, heat, cold, and other weather inherent to a game played outdoors.

I understand that SJH cannot foresee every possible contingency or eliminate all risk. I understand that while particular rules and equipment may reduce these risks, the risk of serious injuries still exist.

Notification of Hazardous Condition: I willingly agree to comply with all of the stated and customary terms and for participant. If, however, I observe any unusual significant hazard during my participation in or near by presence, I will remove myself from a and/or proximity of the hazard and bring it to the of the nearest official immediately

Waiver and Indemnification: I, for myself, and on behalf of my spouse, executor, heirs, assigns, personal representations and next of kin, HEREBY RELEASE, AND SHALL HOLD HARMLESS and INDEMNIFY, Sutter Junior Huskies, and its officers, agents, instructors, subsidiaries, parent corporations, and affiliated entities, game site host, their agents, assistants, officials, volunteers, medical personnel, officers, employees, sponsoring agencies, sponsors, advertisers, owners or lessors of any premise used to conduct the event (known herein as RELEASEES), WITH RESPECT TO ANY CLAIMS RELATED TO ANY AND ALL INJURY, NEW OR IN AGGRAVATION OF PRE-EXISTING INJURIES OR MEDICAL CONDITIONS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and FURTHER AGREE and PROMISE TO RELEASE, INDEMNIFY and HOLD HARMLESS THE RELEASEES from any and all claims, liability damages, and expenses (including attorneys' fees and costs incurred) in any proceeding to enforce or defend this Waiver, Release and Indemnification Agreement.

<u>Assumption of Risk</u>: I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF THE PROGRAM SET FORTH HEREIN, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my or as the parent/guardian of the participant minor child.

<u>Medical Care</u>: If my child participant requires medical or dental services, emergency or otherwise, arising out of my participation in the Program, I agree to assume full responsibility for the cost of such medical or dental care. I acknowledge that the Releases have no duty, obligation or liability arising out of the provision of, or failure to provide medical treatment.



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<u>Use of Likeness or Image</u>: I consent to the use by SJH of my likeness, image, picture, or videos of me or my child/minor in any advertising or promotion by the without compensation. I acknowledge and agree that any such photos of me are the property of SJH.

<u>Governing Law and Venue</u>: Disputes under this Agreement shall be governed by the laws of the State of California. The venue for disputes under this Agreement shall be Sacramento, California.

<u>Severability</u>: If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect.

<u>Entire Agreement</u>: This Agreement contains a single, integrated contract expressing the entire Agreement of the parties hereto. There are no other agreements, written or oral, express or implied, between the parties hereto, concerning the subject matter of this Agreement, except the agreements set forth herein.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK

AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND THAT I AM ALLOWING MY CHILD TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. I UNDERSTAND THAT I HAVEGIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR INFLUENCE. I UNDERSTAND THAT I HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL COUNSEL OF MY CHOICE PRIOR TO SIGNING THIS BINDING DOCUMENT.

IF THE CHILD HAS TWO PARENTS OR GUARDIANS, BOTH MUST SIGN THIS WAIVER AS A CONDITION OF PARTICIPATION.

Participant's Signature:	Date:
Print Participants Name:	
Parent or Guardian's Signature:	Date:
Print Parent or Guardian's Name:	
Parent or Guardian's Signature	Date:
Print Parent or Guardian's Name:	