

WAIVER OF LIABILITY, RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
By City of Santa Cruz for the Pro-Am Beach Soccer Tournament, June 19 & 20th,
2021

Permission to participate in [**Pro-Am Beach Soccer Santa Cruz Classic**, a program(s) permitted by the Santa Cruz Parks & Recreation Department is given for myself and/or my minor child(ren)/guardian(s). In consideration of participation in such program(s) (referred to as "Program"), I,

First Name _____

LAST NAME _____

on behalf of myself and/or my minor child(ren)/guardian(s) (collectively referred to as "Participant"), hereby agree to the following:

1. Assumption of Risk/Promise Not to Sue: Participant acknowledges and understands that in participating in a Program, Participant voluntarily agrees to accept and assume any and all risks to Participant's health and safety, known or unknown, including the risk of injury, property damage, or death. Participant is voluntarily participating in the Program and accepts the potential dangers and hazards, however caused, involved in any way related to participating in the Program, which may include, but are not limited to: dangers or risks that may arise due to exposure to infectious diseases and viruses (such as the Coronavirus, COVID-19), exposure to sick or ill individuals, risk of property damage, or risk of any other type of injury (physical or mental), including death.

By voluntarily accepting all risks, known or unknown, to the fullest extent permitted by law, Participant agrees not to assert any claim, institute any suit or other legal process against the City, its officers, officials, employees, agents or volunteers for injury, death, or damage resulting from or in any way related to participation in any Program, even if the City, its officers, officials, employees, agents or volunteers (through negligence or carelessness) might otherwise be liable to Participant (or Participant's heirs or legal assigns) for damages.

2. Indemnification, Waiver and Release: To the fullest extent permitted by law, Participant hereby agrees to defend, release, discharge, hold harmless and indemnify the City of Santa Cruz, and its officers, officials, employees, agents and volunteers from and against all liability, actions, claims, or demands (including attorney fees and costs) for injury, death or damage arising from or in any way related to the Program even though such liability, actions, claims, or demands may arise out of the negligence or carelessness on the part of the City.

3. Participant agrees to defend, release, discharge, hold harmless, and indemnify the City of Santa Cruz, and its officers, officials, employees, agents and volunteers from any and all liability, actions, claims, or demands (including attorney fees and costs) which arise as a result of any medical or first-aid treatment.

4. City's Right to Cancel Program or Terminate Participation: Participant understands and acknowledges the Santa Cruz Parks & Recreation Department, on behalf of the City of Santa Cruz, has the sole discretion and reserves the right to:

a) Deny or terminate enrollment by any Participant in a Program in the interest of public health and/or safety, or for any failure to comply with Program policies or rules;

b) Cancel a Program due to a cancellation by the Program instructor or staff, in the interest of public health and/or safety, or due to unforeseen circumstances, natural disaster, or other peril, existing or anticipated, or other cause which is beyond the reasonable control of the City of Santa Cruz.

5. Concussion Policy: Participant acknowledges reading the [Concussion Information Sheet](#) and agreeing to the concussion protocols and that Participant has spoken with or will speak to Participant's child(ren)/guardian(s) who is/are participating in a Program, about the information presented in [Concussion Information Sheet](#) (https://www.cdc.gov/headsup/pdfs/youthsports/parents_eng.pdf).

6. Photos/Videos: Participant hereby gives the City of Santa Cruz Parks and Recreation Department, on behalf of the City, the right to use photographs taken of me and/or my minor child(ren)/guardian(s) while participating in a Program for reproduction in any medium for any purposes including, advertising, trade, display, exhibition, or editorial use.

Name of Child _____

Team Name _____

Birth Year _____

Parent Signature _____