



## Agreement to Participate With Waiver and Release Liability

**NOTICE: THIS DOCUMENT AFFECTS LEGAL RIGHTS YOU MAY HAVE! READ IT CAREFULLY!**

San Diego Soldiers is a basketball program offered by Education Through Sports Corp, a registered 501(c)3 nonprofit organization

**Disclaimer:** San Diego Soldiers is not responsible for any injury (or loss of property) suffered by any person while playing, practicing, or engaging in any activity whatsoever at any of the facilities used by San Diego Soldiers in Carlsbad, California or elsewhere.

This includes the acts or omissions of San Diego Soldiers, its agents, employees, sponsors, volunteers, owners and all others that are involved.

**In consideration** of my being allowed to participate in the San Diego Soldiers program (including tryouts), and related events and activities, I hereby release and covenant not to sue San Diego Soldiers, its affiliates or any of its or their respective officers, directors, representatives, employees, sponsors, volunteers, lessors, instructors or agents for any and all present or future claims resulting from the acts or omissions of San Diego Soldiers or others listed for property damage, personal injury or wrongful death, arising as a result of my engaging in or receiving instruction in the San Diego Soldiers programs and the activities incidental thereto, wherever, whenever or however same may occur. I hereby voluntarily waive any and all claims that may be made by me, my family, estate, heirs, agents, representatives, or assigns resulting from the acts or omissions of San Diego Soldiers, both present and future.

I am aware that basketball is a vigorous team sport that at times involves severe cardiovascular stress and violent physical contact. I understand that basketball involves certain risks, including but not limited to death, serious neck and spinal injuries resulting in complete or partial paralysis, brain damage, injury to virtually all bones, joints, muscles and internal organs, and that equipment provided for my protection may be inadequate to prevent serious injury. I further understand that basketball involves a particularly high risk of ankle and knee injury.

I understand that my participation at San Diego Soldiers involves activities incidental thereto; including but not limited to travel to and from site, off site travel to other events and activities not affiliated with San Diego Soldiers. Participation at these other events and activities may be at sites that are remote from available medical assistance and there may be risk from the conduct of other participants. I am voluntarily participating in these activities with full knowledge of the possible dangers involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. **I understand** that this waiver is intended to be as broad and inclusive as permitted by the laws of the State of California and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect. I further agree that the venue for any legal proceeding shall be in the courts of California and that the laws that will apply will be the laws

of California.

**I affirm** that I have read and fully understand the content of the attached San Diego Soldiers Agreement to Participate with Waiver and Release of Liability and am freely signing this agreement, and that I am giving up my legal rights and/or remedies which may be available to me for the acts or omissions of San Diego Soldiers or any of the parties listed above.

**For parents/guardians of participants of minority age (Under 18 years old at the time of signing this agreement)**

**This is to certify that I**, as parent/guardian with legal responsibility for this Participant, have indeed read the Agreement to Participate With Waiver and Release Liability and I agree, for myself, my heirs, assigns and next of kin, to release and hold harmless and waive subrogation to San Diego Soldiers and all others from any and all liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, even if arising from the acts or omissions of San Diego Soldiers, to the fullest extent permitted by law. I further agree to instruct my minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If they are behaving in such a way that is not in compliance with the terms and conditions for participation in the program or activity, I will remove my child from participation and bring such to the attention of the nearest San Diego Soldiers official immediately.

Player Name: \_\_\_\_\_ Date: \_\_\_\_\_

Player Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_ Date: \_\_\_\_\_

Parent / Guardian Signature: \_\_\_\_\_