

FRESNO HIGH YOUTH BASKETBALL LEAGUE

RELEASE AND WAIVER OF LIABILITY AGREEMENT

- 1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE DISTRICT, ITS EMPLOYEES, RELEASEES, participants, or others, and assume full responsibility for my child's participation; and,
- 3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will bring such to the attention of the nearest official immediately; and
- 4) I, for myself and on behalf of my heirs, assigns, executors, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS the **Fresno Unified School District**, its Governing Board, officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL CLAIMS, CAUSES OF ACTION, OR LIABILITIES FOR LOSS OF INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER OR NOT THE SAME SHALL ARISE BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE AND WHETHER OR NOT SUCH CLAIMS, CAUSE OF ACTIONS, OR LIABILITIES ARE MERITORIOUS OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____
Player- Name-Print

X _____
PARENT/GUARDIAN'S SIGNATURE

X _____
PRINT PARENT/GUARDIAN'S NAME

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her releasees as provided above of all the Releases, and, for myself, my heirs, assigns, executors, personal representatives, and next of kin, I release and agree to release, indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
PARENT/GUARDIAN'S SIGNATURE