

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY. READ BEFORE CLICKING ACCEPT

In consideration of being allowed to participate in any way in Golden State Kickball, LLC athletic sports program related events, including but not limited to organized games, pre-game activities, post-game activities, and happy hour gatherings, the undersigned acknowledges, appreciates, and agrees that:

1. I am the age of 21 or over.

2. 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

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

4. 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 remove myself from participation and bring such to the attention of the nearest official immediately; and,

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin ("RELEASOR"), HEREBY RELEASE AND HOLD HARMLESS Golden State Kickball, LLC their 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 INJURY, DISABILITY, DEATH, or loss or damage to person or property, whether known or unknown, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

6. Releasor understands and agrees that except as to such rights or claims may be created or reserved by this Agreement, Releasor hereby fully and finally releases Releasees from any and all unknown and/or unanticipated injuries, losses, or damages, arising out of the allegations and matters relating to participating in the program as well as from those now known disclosed relating to participating in the program and the Parties waive all rights or benefits which they now have, or in the future may have, under the terms of Section 1542 of the California Code of Civil Procedure, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

7. I understand that Golden State Kickball may, and I authorize Golden State Kickball to, take images of or record me during Golden State Kickball Events. Further, I authorize Golden State Kickball to use my name, likeness, voice, recording or image for purposes of advertising, marketing, promotion or trade without compensation, except where prohibited by law; and I further acknowledge and agree that any images or recordings obtained or procured by Golden State Kickball will be the sole and exclusive property of Golden State Kickball, and may be published, broadcast or otherwise disseminated at the sole and exclusive discretion of Golden State Kickball.

GSK RESERVES THE RIGHT TO REFUSE SERVICE AT ANY TIME. PLACEMENT ON A TEAM OR LEAGUE IS NOT GUARANTEED. NO REFUNDS WILL BE ADMINISTERED EXCEPT UNDER EXCEPTIONAL, EXTRAORDINARY CIRCUMSTANCES.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY CHECKING I AGREE TO THESE CONDITIONS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Name:

Signature:

Date:
