



**City of Escalon
WAIVER & RELEASE OF LIABILITY**

Name of Sport or Program: _____ Adult Softball _____

Participant Information:

Last Name	First Name	MI
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Mailing Address	City	Zip
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Phone	Email	Age
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Emergency Contact Name & Phone _____

AGREEMENT, WAIVER AND RELEASE

I understand the risks involved by participating in the above activity for which I/we are registering, and in consideration for being permitted by the City of Escalon to participate in the above activity, I hereby waive, release and discharge any and all claims for damages for personal injury, death, or property damage which I may have, or which may hereafter accrue to me, as a result of participation in said activity. This release is intended to discharge in advance the City of Escalon (its officers, and/or officials, employees, volunteers and agents) from any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City, unless caused by the sole negligence of the City. It is understood that this activity involves an element of risk and danger of accidents and knowing those risks I hereby assume those risks. It is further agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns. I agree to indemnify and to hold the City free and harmless from any loss, liability, damage, cost, or expense which it may incur as the result of my death or injury or property damage that I may sustain while participating in said activity.

PARENTAL CONSENT: (MUST be completed and signed by parent/guardian if applicant is under 18 years of age). I hereby consent that my son/daughter participate in the above activity and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that said minor is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any loss, liability, damage, cost, or expense which may incur as a result of the death or injury or property damage that said minor may sustain while participating in said activity.

I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF ESCALON.

Signature (if minor, parent or legal guardian)	Print Name	Date
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City of Escalon
ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The City of Escalon Parks & Recreation Department (“Department”) has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the Department cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your or your child(ren)s’ risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Department’s programs, activities, or events, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 from participation in programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Escalon Parks & Recreation Department employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind that I or my child(ren) may experience or incur in connection with my child(ren)s’ or my attendance at programs. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the City of Escalon, its officials, employees, agents, and representatives, from and against any and all liability, claims, demands, actions, causes of action, damages, and expenses arising or in any way related to my child(ren)s’ or my attendance at programs. I understand and agree that this release and covenant not to sue includes, but is not limited to, any claims related to COVID-19 based on the actions, omissions, or negligence of the City of Escalon or its officials, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Escalon Department of Parks & Recreation program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Participant Name