

LINCOLN VILLAGE HOMES ASSOCIATION NUMBER 3

Sunset Little League Participant: Assumption of Risk, Hold Harmless, and Release of Liability Agreement

Lincoln Village Homes Association Number 3 (the “**Association**”) is the homeowners association formed to, among other things, provide for the management, maintenance, and operation of certain common area recreational amenities and facilities within the Lincoln Village planned development located in Stockton, California (the “**Development**”). Those recreational amenities and facilities include a baseball/sports park area located at or about 6401 Belmont Place (the “**Premises**”).

Purpose of Agreement

The Premises is subject to a lease agreement between the Association and Sunset Little League, Inc. (“**SLL**”), under which SLL has use of the Premises for certain activities relating to baseball. This Sunset Little League Participant: Assumption of Risk, Hold Harmless, and Release of Liability Agreement (this “**Agreement**”) has been prepared for execution by players and participants of SLL who desire to access and use the Premises, in light of the potential dangers and hazards that can arise in relation to use of the Premises, including but not limited to the risk of injuries or illness. **No player or participant of SLL is permitted to use the Premises unless and until a completed and signed copy of this Agreement has been submitted to the Association by SLL.**

Use of Premises

The below named player or participant of SLL (“**Participant**”) desires to be able to access and use the Premises in relation to SLL activities. Participant, by Participant’s signature below, acknowledges and agrees that access and use of the Premises is subject to the provisions of this Agreement. If Participant is a minor, the parent or legal guardian of Participant signing below acknowledges and agrees that access and use of the Premises by Participant is subject to the provisions of this Agreement

Assumption of Risk, Hold Harmless, and Release of Liability

In consideration for me/Participant being able to access and use the Premises, I, on behalf of myself or the minor Participant named below, hereby acknowledge and agree as follows:

1. PARTICIPANT DESIRES TO ACCESS AND USE THE PREMISES, AND DOES SO AT PARTICIPANT’S OWN RISK.
2. I/PARTICIPANT HEREBY HOLD ASSOCIATION AND ITS DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, PERSONNEL, AND EMPLOYEES (COLLECTIVELY, THE “**ASSOCIATION PARTIES**”) HARMLESS FROM ANY AND ALL ILLNESS, BODILY INJURY, PERSONAL INJURY,

AND/OR PROPERTY DAMAGE THAT I/PARTICIPANT MAY SUSTAIN OR SUFFER IN CONNECTION WITH OR ARISING OUT OF MY/PARTICIPANT'S ACCESS AND USE OF THE PREMISES.

3. I/PARTICIPANT HEREBY RELEASE FROM LIABILITY, AND WAIVE MY/PARTICIPANT'S RIGHT TO SUE, THE ASSOCIATION PARTIES WITH RESPECT TO ANY AND ALL CLAIMS, INCLUDING CLAIMS OF ILLNESS, BODILY INJURY, PERSONAL INJURY, AND/OR PROPERTY DAMAGE, WHICH I/PARTICIPANT MAY SUSTAIN OR SUFFER IN RELATION TO ACCESSING AND USING THE PREMISES.
4. THE FOREGOING ASSUMPTION OF RISK, HOLD HARMLESS, AND RELEASE OF LIABILITY CLAUSES MAY BE PLEADED BY EACH AND ALL OF THE ASSOCIATION PARTIES AS A FULL AND COMPLETE DEFENSE TO, AND MAY BE USED AS A BASIS FOR AN INJUNCTION AGAINST, ANY CLAIM, DEMAND, ACTION, SUIT, OR PROCEEDING WHICH MAY BE PROSECUTED, INSTITUTED, OR ATTEMPTED BY MYSELF/PARTICIPANT IN RELATION TO MY/PARTICIPANT'S ACCESS AND USE OF THE PREMISES.

Right to Consult with Attorney; Authority

By my signature below, I acknowledge that I have been advised by, or have had the opportunity to be advised by, independent legal counsel of my own choosing with respect to the legal implications of the terms and conditions of this Agreement, including without limitation the release of liability in favor of and waiver of the right to sue the Association Parties. Further, by my signature below, I declare under penalty of perjury under the laws of the State of California that I have the authority and capacity to execute this Agreement on behalf of myself or the Participant named below, as the case may be.

If Applicable:

Parent/Guardian Name: _____

Participant Name: _____

Participant's Date of Birth: _____

Participant's Address: _____

Signature: _____

Date: _____