ATHLETIC FIELD USER RELEASE AND INDEMNIFICATION AGREEMENT -- READ BEFORE SIGNING –

I certify that I am freely volunteering to participate in certain field and sport activities ("athletic field activities") owned and/or operated by the City of Davis, 23 Russell Boulevard, Davis, California 95616.

I understand that "participation" in the athletic field activities may include preparing for, traveling to, receiving instruction in, and engaging in the athletic field activities in and around a City athletic field. I further certify that I am in good health and have no physical or other impediment, which would endanger me while participating in the athletic field activities.

In consideration for being allowed to participate in the athletic field activities, and its related events and activities, and use of facilities, I, the undersigned, acknowledge, appreciate, and agree that:

- 1. Acknowledgement of Risks. I understand that preparing for, traveling to, receiving instruction in, using pool-related facilities and engaging in the athletic field activities are or may be dangerous and will or may involve risks of injury, loss, or damage to myself and/or any minor children for which I am responsible. I further acknowledge that such risks may include, without limitation, bodily injury, personal injury, sickness, disease, infection, death, and property loss or damage, arising from the following circumstances, among others: athletic field and sport activities (baseball, cricket, lacrosse, soccer, softball, etc.), the coronavirus disease ("COVID-19"), and the severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2") and any other similarly related or unrelated infections and/or diseases. Further, I understand that athletic field activities take place in the immediate presence of other people in and around a City athletic field and in the areas/facilities that are commonly known as public parks owned by the City of Davis. I understand the dangers and risks associated with participation in the athletic field activities, being in the presence of other people, and the need for safety precautions.
- **2. Express Assumption of Risk and Responsibility.** I knowingly, voluntarily and freely assume all such risks, whether foreseen or unforeseen in participation in the athletic field activities, even if arising from the negligence of the City of Davis or others, and assume full responsibility for my participation, including, without limitation, any minor children for which I am responsible, for bodily injuries, accidents, illnesses, loss of personal property and expenses thereof.
- **3.** Compliance with Terms and Conditions. I willingly agree to comply with the stated and customary terms and conditions for participation in the athletic field activities as set forth in any applicable Co-Sponsored Athletic field Facility Use Agreement. 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 Athletic field Organization under the Co-Sponsored Athletic Field Facility Use Agreement or a City staff member, as appropriate.
- **4. Release.** In consideration for the right to participate in the athletic field activities, I, including, without limitation, any minor child for which I am responsible, and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, hereby release, indemnify, and hold harmless the City of Davis (its City Council and each member thereof), their officers, officials, agents, volunteers, and employees ("Releases") with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law.

ATHLETIC FIELD FACILITY USER RELEASE AND INDEMNIFICATION AGREEMENT

I HAVE READ THIS RELEASE AND INDEMNIFICATION 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.

Name:	
	RDIANS OF PARTICIPANTS OF MINORITY AGE AGE 18 AT TIME OF REGISTRATION)
agree to his/her/their release, as provide personal representatives, executors, and hold harmless the Releases from any a	dian with legal responsibility for this participant, do consent and ded above, of all Releases, and for myself, my heirs, assigns, liministrators, and next of kin, I release and agree to indemnify and and all liabilities incident to my minor child's involvement in the ove, whether arising from the negligence of the Releases or ed by law.
Parent/Guardian Name:	
Signature:	Phone:
Minor Participant Name:	
Date:	
Emergency Contacts other than Parent	/Guardian:
Name:	Phone:
Name	Dhone: