



Coach \_\_\_\_\_ Team Mentor \_\_\_\_\_

Other \_\_\_\_\_

FOR LEAGUE USE, LEAVE BLANK

## WAIVER, RELEASE AND INDEMNIFICATION

Participant's Name: \_\_\_\_\_ (the "Participant")

Participant's Age: \_\_\_\_\_

In consideration for permitting me, the undersigned Participant, to participate as a volunteer (i.e., coach, team mentor, team aide, or in another volunteer capacity) in Spirit League Activities (as defined below) organized and offered by Spirit Youth Sports, Inc., a California nonprofit public benefit corporation ("Spirit League"), as directed by Spirit League staff, I, for myself, and for my respective heirs, personal representatives, and assigns, affirm and agree as follows.

- 1. Sports Activities; Special Needs Youth.** I understand and acknowledge Spirit League exists to provide sporting, recreational, and competitive activities ("Sports Activities") for developmentally delayed, disadvantaged and/or special needs children with learning, emotional, and/or physical disabilities, ranging in age from 6 to 20 ("Special Needs Youth"); and neither Spirit League as an organization, nor any of Spirit League's directors, officers, employees, or volunteers have training or background as caregivers, health care professionals, sports coaches, or recreational counselors for Special Needs Youth.
- 2. Spirit League Activities.** I understand and acknowledge that my participation as a coach, team mentor, team aide, or in another volunteer capacity requires that I participate in Sports Activities and in activities ancillary to and in support of the Sports Activities that include but will not be limited to meetings, helping with photo day, helping with the end of season party, providing physical or emotional assistance to Special Needs Youth, moving equipment, etc (the "Ancillary Activities"). The Sporting Activities and the Ancillary Activities are together referred to as Spirit League Activities.
- 3. Acknowledgement of Receipt of Volunteer Code of Conduct.** I have received, read, understood, and executed Spirit League's documents entitled "VOLUNTEER CODE OF CONDUCT."
- 4. Physical and Medical Status.** I am physically fit and have no medical condition that will prevent me from safely and fully participating in Spirit League Activities or that will be aggravated by my participation.
- 5. Insurance Coverage.** I further understand and acknowledge that Spirit League may not carry insurance coverage that will apply in the event of my death, injury, illness, or damage to my property that may occur as a result of my participation in Spirit League Activities. I acknowledge that Spirit League recommends that I purchase insurance to cover my participation in the Spirit League Activities and if I want such insurance coverage it is my sole responsibility to purchase it. In any event, I agree to bear responsibility for any medical expenses and loss of property I may incur that result from my participation in Spirit League Activities (including but not limited to travel to and from Spirit League Activities).

6. **Acceptance of Risk.** I am aware and understand that participating in Spirit League Activities may involve the risk of injury. I voluntarily choose to participate in Spirit League Activities with a full awareness and a complete acceptance of all of the risks, hazards, and dangers associated with such participation. I further acknowledge that these risks, hazards, and dangers may involve loss or damage to me or my property, including the risk of death, or other unforeseen consequences, including those which may be due to the unavailability of immediate emergency medical care. Subject to all insurance coverages that may be available to me from any source, and only with respect to Spirit League and its officers, directors, employees, and volunteers, *I fully assume all risks of injury, illness, and death resulting from and associated with my participation in Spirit League Activities.*
7. **Release.** I intending to be legally bound hereby, for myself, my heirs, my executors, and my legal representatives, fully release, discharge, and acquit Spirit League and all of its officers, directors, employees, and volunteers from any and all liabilities, actions, causes of actions, claims, expenses, and damages, including attorney's fees, on account of any and all injuries to my person or property, even injury resulting in death, that may occur as a result of my participation in Spirit League Activities.

As further consideration, I hereby agree, represents, and warrants that the matters released herein are not limited to matters that are known or disclosed and, accordingly, I hereby certify that I have read and waive application of the following provision of California Civil Code ("CCC") section 1542 that provides:

***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.***

I understand and acknowledge that the significance and consequence of my waiver of CCC section 1542 is that I intend this release to apply also to claims that are presently unknown, unanticipated, and unsuspected and that may exist as of the date of this agreement but that I do not know exist, and that, if known, would materially affect my decision to execute this agreement, regardless of whether this lack of knowledge was the result of ignorance, oversight, error, negligence, or any other cause.

8. **Waiver, Covenant not to Sue, Indemnification, Defend, and Hold Harmless.** I, intending to be legally bound hereby, for myself, my heirs, my executors, and my legal representatives, agree to waive any liability, covenant not to sue, fully indemnify, defend, and hold harmless Spirit League and its officers, directors, employees, and volunteers from any liability incurred in the conduct of, and my participation in, Spirit League Activities.
9. **Media Rights.** I understand and am aware that Spirit League may take photographs, make audiovisual recordings, and create other works that include my name, image, voice and/or likeness (collectively, "Media") in connection with Spirit League and Spirit League Activities. I hereby agree that Spirit League owns all Media and has the unrestricted right to use the Media in any and all mediums including but not limited to print, television, radio, and Internet, for any and all purposes, including use by third parties with whom Spirit League may engage in joint activities, with no remuneration or compensation to me. **I hereby assign, without limitation, to Spirit League all right, title, and interest I may have in or to any Media. Also, I hereby release, discharge, and acquit Spirit League from any claims, demands, or causes of action that I may have against Spirit League - whether for libel, violation of right of privacy, or anything else - by reason of the use of my name, image, likeness, or voice in connection with the Media or any publicity pertaining to the Media.**
10. **Binding Arbitration.** If paragraphs 6,7, 8, or 9 of this agreement are invalid or unenforceable, I agree that the sole remedy to settle any and all disputes arising from or related to my participation in the Spirit League Activities will be mediation and, if necessary, legally binding arbitration. All arbitration

covered under this agreement will be adjudicated according to the state or federal law that would have been applied by a United States District Court sitting at Orange County, California. The exclusive location of all mediation, all arbitration, and any other form of dispute resolution for any dispute under this agreement will be Orange County, California. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. **I understand that I am expressly waiving the right to file a lawsuit in any civil court for any claims I may have against Spirit League, except to enforce an arbitration decision.**

11. **Choice of Law and Severability.** I expressly agree that this agreement is to be interpreted under California law, will be as broad and inclusive as permitted under California law, and that if any portion of this agreement is invalid or unenforceable, all other portions will continue in full legal force and effect. I further expressly agree and intend; for myself, my heirs, my executors, and my legal representatives, to be bound by the terms of this agreement.

- **I certify I have completely and carefully read this agreement, fully understand its contents, and agree to be bound by each of its terms.**
- **I acknowledge that I have given up substantial rights by entering this agreement and that I do so voluntarily.**
- **I understand this agreement will legally prevent me or any other person from filing a lawsuit or making any other legal claim from damages in the event of my injury or death that results from my participation in Spirit League Activities.**
- **My signature attests to this agreement on behalf of myself and my executors, personal representatives, administrators, heirs, next-of-kin, successors, and assigns.**

Participant's signature: \_\_\_\_\_ Date \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW**

- **I certify that I am the Participant's parent or legal guardian.**
- **Participant has my full consent and permission without reservation to participate in the Activities according to the each of the terms contained in this agreement.**
- **I certify that I have carefully read and understand and that I agree to be bound by each of the terms contained in this agreement with respect to any claims that I and/or the Participant may have.**
- **I represent and certify that I have the legal capacity and the authority to act for, and on behalf of, the minor in the execution of this agreement.**

For those individuals under the age of eighteen (18) years (minor):

As the parent and natural guardian or legal guardian of the participant, I hereby agree to the foregoing Waiver, Release, and Indemnification Agreement for, and on behalf of, the minor Participant named above. I hereby bind myself, the minor, and all other assigns to the terms of this Waiver, Release, and Indemnification Agreement.

Parent's signature: \_\_\_\_\_ Date \_\_\_\_\_

Parent's name: \_\_\_\_\_

Telephone: \_\_\_\_\_