

RELEASE AND ASSUMPTION OF THE RISK AGREEMENT FOR PARTICIPATION

IN THE CITY OF BURBANK'S SPORTS PROGRAM

For and in consideration of participation in the City of Burbank's Park, Recreation and Community Services Sports Program (hereafter "Program"), I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for any personal injury, property damage or wrongful death against the City of Burbank and/or any of its officers, agents, servants or employees, occurring to me as a result of my participation in the Program or any activities incidental thereto wherever or however the same may occur and for whatever period said activities may continue. **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BURBANK AND ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, FROM ALL LIABILITY, LOSS, OR HARM THAT MAY OCCUR BY REASON OF MY PARTICIPATION IN THE PROGRAM.**

TO THE MAXIMUM EXTENT ALLOWED BY LAW, IT IS MY INTENTION BY SIGNING THIS INSTRUMENT, TO EXEMPT AND RELIEVE THE CITY OF BURBANK, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE INCLUDING, BUT NOT LIMITED TO, THE EXISTENCE OF ANY FIELD CONDITION(S) ALLEGED TO BE DANGEROUS AS A MATTER OF LAW. I am fully aware of the risks and hazards inherent in participation in the Program and I certify that I am in good physical health and able to participate in sports activities. I realize that NO MEDICAL INSURANCE IS PROVIDED BY THE CITY OF BURBANK FOR ANY INJURIES THAT MAY OCCUR TO ME DURING PARTICIPATION IN THE PROGRAM. Nevertheless, I hereby elect voluntarily to participate in the Program and assume all risk of loss, damage, or injury that may be sustained by me during my participation in the Program or any activities incidental thereto.

I understand that this Release and Assumption of the Risk shall apply not only to me but also to my heirs, executors, administrators, next of kin, assigns and successors.

I grant the City of Burbank permission to use my or my children's photograph and images for the purpose of publicizing and marketing City activities. I understand that no compensation shall be given for use of these photographs and that these images shall become sole property of the City of Burbank.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT AND HAVE BEEN FULLY AND COMPLETELY ADVISED OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATION THE PROGRAM AND I AM FULLY AWARE OF THE LEGAL CONSEQUENCES OF SIGNING THIS INSTRUMENT. By my signature below, I hereby certify that I am at least eighteen (18) years old.

	Date	Participant Name PRINT NEATLY	Adult Participant Signature

If I am under the age of eighteen (18), then I acknowledge that I must obtain a Release and Assumption of Risk form for minors in the Sports Office (see below).

PARENT/GUARDIAN WAIVER AND RELEASE – FOR MINORS

If the participant is under the age of eighteen (18) years, the parent or guardian must execute, in addition to the Release and Assumption of Risk Agreement, the following Waiver and Release:

The undersigned (*parent/guardian listed below*) referred to as the parent and natural or legal guardian of (*minor listed below*) does hereby represent that they are, in fact, acting in such capacity and AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY OF BURBANK AND ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES, FROM ALL LIABILITY, LOSS, OR HARM THAT MAY OCCUR BY REASON OF THE MINOR'S PARTICIPATION IN THE SPORTS PROGRAM. BY THE SIGNATURE BELOW, THIS PARENT/GUARDIAN ACKNOWLEDGES AND AGREES TO THE ABOVE AS WELL AS THE RELEASE SIGNED ABOVE BY THE MINOR.

	Date	Participant Name PRINT NEATLY	Parent/Guardian Signature