

MCAS Yuma Youth Sports

Assumption of the Risk, Waiver, Release of Liability, Hold Harmless and Indemnity Agreement

1. _____ In consideration of myself or my minor child/ren's (herein known as the Participant) participation in the MCAS Yuma Youth Sports (hereinafter known as the "Event"),
2. _____ **ACKNOWLEDGMENT OF RISK:** the Participant acknowledges the inherent risks associated with the Event, and that it involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries, muscle fatigue/strain), sickness and disease (including communicable diseases, COVID 19), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; participant's physical/ mental health; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants, natural or manmade objects; wild life and irregular terrain; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of MCCS; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
3. _____ **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** the Participant assumes all risks associated with the participation of the above referenced Event and agrees to indemnify, waive, release, hold harmless and forever discharge the United States ("U.S.") Government, the U.S. Marine Corps, MCAS Yuma Arizona, Marine Corps Community Services ("MCCS"), its employees, agents, contractors and volunteers, (collectively hereinafter known as the "Releasees") and any other individuals or entities connected in any way to the Event from any and all claims for damages, death, personal injury or property damage, to include litigation costs/attorney fees, arising from or contributed to, in whole or in part, by any act, omission, fault or mistake of the above-named persons or entities and their employees or agents, resulting from participation in the Event. The Participant agrees for the Participant, his/her heirs, executors, administrators or assignees, that in the Event any claim for personal injury, illness, property damage or wrongful death shall be brought against the Releasees, the Participant, his/her heirs, executors, administrators shall indemnify and hold harmless the same Releasees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death.
4. _____ In connection with participation of the Event, the Participant hereby authorizes emergency medical treatment by qualified persons in the event of an injury or illness to the Participant or his/her child/ren.
5. _____ By participating in this Event, the Participant affirms the Participant is or his/her child/ren are physically able and has/have not been advised against strenuous play or recreational activity by a qualified medical professional.
6. _____ **RULES AND REGULATIONS:** The Participant also agrees for him or herself or his/her child/ren, to abide by all MCCS rules, regulations, and policies, and to follow MCCS staff instructions, or those acting on behalf of MCCS for the participation in the Event, to include the use of equipment. This includes the Code of Conduct. The Participant further agrees his or her failure or that of the Participant's child/ren to follow MCCS rules, regulations and policies or the instructions of those managing the use of the Event, may result in denying Participant's or his/her child/ren continued participation and use.
7. _____ **PHOTOGRAPHY & VIDEO TAPING:** Also, by participating in the Event, the Participant gives permission to MCCS the use of his/her image and/or likeness or that of participant's minor child/ren's, relating to participation and use. It is further agreed the Participant waives all rights to any future compensation to which s/he may otherwise be entitled as a result of the use of his/her or that of Participant's minor child/ren's name or likeness.
8. _____ **COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Release, Waiver and Hold Harmless Agreement represents the complete understanding between the Parties regarding these issues and no oral

representations, statements or inducements have been made apart from this Agreement. If any provisions contained herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed Release, Waiver and Hold Harmless Agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

9. _____ By signing this Waiver and Release from Liability, Assumption of Risk and Indemnity Agreement I hereby acknowledged I had an opportunity to ask questions. Any questions I have asked have been answered to my complete satisfaction. I subjectively understand the risks of my participation in this activity to include the use of equipment and knowing and appreciating these risks I or that of my child/ren voluntarily choose to participate, assuming all risks of injury or even death due to my participation or that of my child/ren.

10. _____ By signing this Waiver and Release from Liability, Assumption of Risk and Indemnity Agreement, I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my or that of my child/ren's participation in this Event. I also agree to be responsible for any injury or damage caused by me, my child/ren, or other persons under my direction and control at this Event. I understand it fully and I execute the Agreement voluntarily.

DATE: _____

PRINT NAME OF PARTICIPANT

PRINT NAME OF PARENT/LEGAL GUARDIAN
OF MINOR (under 18 years of age) PARTICIPANT

SIGNATURE OF PARTICIPANT

SIGNATURE OF PARENT/LEGAL GUARDIAN
OF MINOR (under 18 years of age) PARTICIPANT