

TRI-VALLEY ATHLETICS, INC.  
**MINOR**  
ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")

My child, \_\_\_\_\_ has voluntarily requested and agreed to participate in Tri-Valley Athletics, Inc. programs, activities and/or events (hereinafter referred to collectively as "Activities"). In consideration for being permitted to participate in any way, in Tri-Valley Athletics, Inc. "Activities" I, for my child, their personal representatives, assigns, heirs, and next of kin hereby agree and represent:

1. I acknowledge, agree, and represent that I understand the nature of the "Activities" and that my child is qualified, in good health, and in proper physical condition to participate in such "Activities". I represent and warrant that I do not know of any medical condition, symptom or any other reason that would prevent my child from undertaking the "Activities" or increase my child's risk beyond those inherent to the "Activities". I understand that the "Activities" may be strenuous and involve a variety of exercise, training and competition at various locations.

2. I fully understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these risks and dangers may be caused by my child's own actions or inactions, the actions or inactions of others participating in the "Activities", the conditions in which the "Activities" take place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either not known to me or my child, or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I or my child may incur as a result of my child's participation in the "Activities".

3. I hereby release, discharge, and covenant not to sue, Tri-Valley Athletics, Inc., its officers, agents and employees, Michelle and James Doggett, their families, agents and employees, any current, past or future member of the Board of Directors of Tri-Valley Athletics, Inc., Granada High School, Livermore Valley Joint Unified School District, their employees and or agents, the State of California, City of Livermore, Alameda, San Joaquin and/or Contra Costa Counties and the municipalities in which any such activities are conducted, including the representatives, and related affiliated and subsidiary companies of each, as well as the officers, directors, agents, employees and assigns of each, the USA Track and Field Associations, including its coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and suppliers, and, if applicable, owners and lessors of premises on which the "Activities" take place, and any other party indemnified and held harmless by Tri-Valley Athletics, Inc., (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my child's account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations, negligent security, travel, and recreational operations and activities; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, my child, or anyone on my child's behalf, makes a claim against any of the "Releasees", I will indemnify, save, and hold harmless each of the "Releasees" from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. I understand "Releasees" do not guarantee my child's safety or that my child will remain free from injury and/or damage during participation in the "Activities". I understand "Releasees" will take reasonable efforts to assure my child's safety while participating in all "Activities". I understand however that there are unavoidable risks including but not limited to those stated above that I or my child may or may not be aware of at this time. I further agree and warrant that if at any time I or my child believe conditions to be unsafe, I will immediately discontinue my child's further participation in the "Activities".

5. I represent that at all times during my child's participation in the "Activities" my child will be covered by health insurance to provide adequate coverage for any injuries, illnesses or damages that my child may sustain or experience. By my signature below I certify that I have confirmed that my child's health insurance will adequately cover any injuries, illnesses or damages that my child may sustain or experience. I hereby **release** "Releasees", from any responsibility or liability for expenses incurred for injuries or illnesses (including death) that my child or I may incur because of those injuries or illnesses.

6. I understand that Tri-Valley Athletics, Inc. reserves the right to decline to accept or continue to retain my child in the "Activities" at any time should my or my child's actions or general behavior, in the sole discretion Tri-Valley Athletics, Inc. be determined to impede, obstruct, or present a risk of harm to my child or others affiliated with Tri-Valley Athletics, Inc. in any way.

## Agreement to Participate

In the event of accident or injury to my child or in the event of illness of my child while in, on or about the premises of Tri-Valley Athletics, Inc. or while participating in any activity sponsored by or under the auspices of Tri-Valley Athletics, Inc., under circumstances where I or my child is physically unable to consent, I, grant to the Directors, Assistants, or assigned agents of this activity to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my child en route to or from or at the site of any Tri-Valley Athletics, Inc. activity or hospital or other medical facility. I understand that should a health emergency arise, an attempt will be made to notify my child's emergency contact, however if none can be reached by telephone in a timely manner, such medical treatment as deemed necessary by competent medical personnel is authorized. I agree to pay the reasonable cost of such medical care, attention or treatment and to indemnify and hold free and harmless of and from any and all liability for such cost the "Releasees" stated above.

I hereby authorize Tri-Valley Athletics, Inc. or its agent to allow the reproduction, dissemination, and/or publication of my child's name and likeness for media coverage, public relations, or any other purpose, which may involve the use of photographs, films, and/or video tape recording. This is to be done in conjunction with my child participating in any Tri-Valley Athletics, Inc. activity and I understand and agree that I or my child may neither pay a fee to receive individual promotional consideration from my child's participation in this event, nor will I or my child receive any payment for the possible commercial use of my name or likeness.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS FOR MYSELF AND MY CHILD BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_ PHONE: \_\_\_\_\_

PRINTED NAME OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_

PARENT/LEGAL GUARDIAN SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City) (State) (Zip)

**AGREEMENT IS EFFECTIVE FROM DAY OF SIGNATURE THROUGH THE END OF THE CURRENT FISCAL YEAR DECEMBER 31.**