

2019 California Winter Championships Waiver
*****Must be completed by all participants in order to compete*****

Participants' Name (Please Print): _____

**VS Athletics, Athletics Management, and Finished Results
Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

Waiver: In consideration of permission to use, February 9, 2019, the equipment and services of VS Athletics, Athletics Management, and Finished Results, I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue VS Athletics, Athletics Management, and Finished Results**, its directors, officers, employees, and agents from liability **from any and all claims including the negligence of the VS Athletics, Athletics Management, and Finished Results** resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, observation, and use of facilities, premises or equipment.

Signature of Parent/Guardian of Minor

Date

Signature of User

Date

Assumption of Risks: This use of VS Athletics, Athletics Management, and Finished Results staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by the VS Athletics, Athletics Management, and Finished Results. I hereby **assert that my participation is voluntary and that I knowingly assume all such risks.**

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD VS Athletics, Athletics Management, and Finished Results HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the at the University of California-Berkeley, and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by my signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor

Date

Signature of User

Date

Participant's Age (if minor) _____