

TRI-VALLEY ATHLETICS, INC. ASSUMPTION OF RISK AND RELEASE FORM

I, _____ have voluntarily requested and agreed to participate in Tri-Valley Athletics, Inc. (hereinafter referred to as "TVA"), programs, activities and/or events (hereinafter referred to collectively as "Activities"). In consideration for being permitted to participate in any way, in "TVA" "Activities" I, for myself, my child, my 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 I am 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 me from undertaking the "Activities" or increase my 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 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 risks known and unknown and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS KNOWN AND UNKNOWN AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I, my child, my personal representatives, assigns, heirs, OR next of kin may incur as a result of participation in the "Activities".

3. I hereby release, discharge, and covenant not to sue, "TVA", its officers, agents and employees, Michelle or James Doggett, their families, agents or employees, any current, past or future member of the Board of Directors of "TVA", the municipalities in which any TVA 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, all 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 "TVA", (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my or 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 or 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 safety or that I will remain free from injury and/or damage during participation in the "Activities". I understand "Releasees" will take reasonable efforts to assure my safety while participating in all "Activities". I understand however that there are unavoidable risks including but not limited to those stated above that I may or may not be aware of at this time. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the "Activities". I further agree to become familiar with the safety guidelines of "TVA" concerning athlete conduct and not to violate said rules or any directive or instruction made by the person or persons in charge of said activity and that I will further assume the complete risk of any activity done in violation of any rule or directive or instruction

5. I represent that at all times during my participation in the "Activities" I (or my child) will be covered by medical insurance to provide adequate coverage for any injuries, illnesses or damages that may be sustained or experienced. By my signature below I certify that I have confirmed that my (or my child's) health insurance will adequately cover any injuries, illnesses or damages that may be sustained or experienced. I hereby **release** "Releasees", from any responsibility or liability for expenses incurred for injuries or illnesses (including death) that may incur because of those injuries or illnesses. I understand that "TVA", will not be responsible for any medical costs associated with an injury sustained during "activities".

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

Agreement to Participate

In the event of accident or injury to myself or in the event of illness of myself 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 "TVA" under circumstances where I am 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 myself en route to or from or at the site of any "TVA" activity or hospital or other medical facility. I understand that should a health emergency arise, an attempt will be made to notify my 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 "TVA". or its agent to allow the reproduction, dissemination, and/or publication of my 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 participating in any "TVA" activity and I understand and agree that I may neither pay a fee to receive individual promotional consideration from my participation in this event, nor will I receive any payment for the possible commercial use of my name or likeness.

I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND ITS TERMS, AND 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.

Participant Signature: _____ PRINTED NAME: _____ DATE: _____

Parent Signature : _____ PRINTED NAME: _____ DATE: _____
(If Participant is under 18 years of age or a dependent on Parent's insurance and taxes for the period of the event)

ADDRESS: _____ PHONE: _____
(Street) (City) (State) (Zip)

ASSUMPTION OF RISK & RELEASE FORM IS EFFECTIVE FROM DAY OF SIGNATURE THROUGH DECEMBER 31, 2013.