



South Bay F.O.R. Junior Sports Association

Waiver and Release of Liability

In consideration of the risk of injury while participating in the F.O.R. Tournament (the "Activity") and as consideration for the opportunity to participate in the Activity, I hereby, for myself and my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability ("Waiver") and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge the South Bay F.O.R. Junior Sports Association, located at P.O. Box 2751, Gardena, California 90247 and the school and school districts where the Activity is occurring and their affiliates, managers, members, agents, attorneys, staff, officers, directors, volunteers, heirs, representatives, predecessors, successors and assigns (collectively, "F.O.R.") for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a result of participating in the Activity, including traveling to and from any event related to this Activity.

I am voluntarily participating in the Activity and I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or other's negligence, conditions related to travel, or the condition of the Activity location(s). Nonetheless, I assume all related risks, both known and unknown to me, of my participation in the Activity, including travel to, from and during the Activity.

I agree to indemnify and hold harmless F.O.R. against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorneys' fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If F.O.R. incurs any of these types of expenses, I agree to reimburse F.O.R.

I acknowledge that F.O.R. is not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of F.O.R.

I acknowledge that the Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of the participants, equipment, vehicular traffic and action of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or promoters of the event.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my or my family's willfull actions, neglect or recklessness, I acknowledge and agree to be held for any and all costs associated with any actions of neglect or recklessness.

This Waiver was entered at "arm's length" without duress or coercion and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant identified on the next page and F.O.R. agree that this Waiver is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Waiver, and that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Waiver shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver to be invalid or enforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforce as so limited.

