

**SOUTH BAY SPORTS, LLC
WAIVER AND RELEASE FROM LIABILITY
2010**

In consideration of being permitted to enter for any purpose any RESTRICTED AREA (herein defined as the areas to which admission by general public spectators is prohibited), or being permitted to compete, officiate, observe, work for, or for any purpose participate in any way in the event, THE UNDERSIGNED, for himself or herself, his or her personal representatives, heirs, next of kin, acknowledges, agrees, and represents that he or she has, or will immediately upon entering any of such restricted areas, and will continuously thereafter, inspect such restricted area or areas and all portions thereof which he enters and with which he comes in contact, and he or she does further warrant that his entry upon such restricted area or areas and his participation, if any, in the event constitutes an acknowledgment that he has inspected such restricted area and that he finds and accepts the same as being safe and reasonably suited for the purposes of his or her use, and he or she further agrees and warrants that if, at any time, he or she is in or about restricted areas and he feels anything to be unsafe, he or she will immediately advise the officials of such and will leave the restricted area(s):

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE SOUTH BAY SPORTS, LLC., the promoters, other participants, operators, officials, any persons in a restricted area, sponsors, advertisers, owners and lessees of premises used to conduct the event and each of them, their officers and employees, all for the purposes herein referred to as "releasees" from all liability to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releasees or otherwise while the undersigned is in or upon the restricted area, and/or, competing, officiating in, observing, or working for, or any other purpose participating in the event.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releasees and each of them from any loss, liability, damage, or cost they may incur due to the presence of the undersigned in or upon the restricted area or in any way competing, officiating, observing, or working for, or for any purpose participating in the event and whether caused by the negligence of the releasees or otherwise.
3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to the negligence of releasees or otherwise while in or upon the restricted area and/or while competing, officiating, observing, or working for, or for any purpose participating in the event.
4. THE UNDERSIGNED expressly acknowledges and agrees that the activities at the event and in the restricted areas are dangerous and involve the risk of serious injury and/or death and/or property damage. THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement have been made.

This waiver, release and indemnification agreement specifically embraces each and every event sanctioned, authorized or promoted by said releasees during the entire season and applies to each and every event or activity herein above mentioned, and has the same effect as if executed after each and every activity or event in which the undersigned participates so that the parties herein intended to be released and indemnified shall be fully and effectively released and indemnified as to each and every event herein above described.

If applicant is under 18 years of age, the undersigned, referred to as the parent and natural guardian or legal guardian of the above named individual does hereby represent that he/she is, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the parties herein referred to above as releasees from all liability, loss, cost, claim or damage whatsoever may be imposed upon said releasees because of any defect in or lack of such capacity to so act and release said releasees on behalf of the above named individual.

Team Name: _____

Full Name: _____ **Phone:** _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Email Address: _____

Signature: _____ **Date:** _____