

LIABILITY AND MEDICAL RELEASE & INDEMNIFICATION AGREEMENT

In consideration for being permitted by the Vacaville Police Activities League ("PAL") to participate in the above-described program and/or activity ("Recreation Program"), I hereby waive, release and discharge any and all claims and damages for personal injury, death, or property damage which I may sustain or which may occur as a result of my participation in said Recreation Program.

I understand and agree that:

1. This release is intended to discharge in advance PAL and its officers, officials, employees, contractors, agents and volunteers ("PAL personnel") from and against all liability arising out of or connected in any way with my participation in said Recreation Program;
2. Participation in said Recreation Program may be of a hazardous, strenuous, and/or physical nature and may involve interaction with other participants;
3. Participation in said Recreation Program may involve risk of serious injury, disability, or death, or property damage and loss, which may result not only from each participant's actions, inactions, or negligence, but also from the actions, inactions or negligence of others, including the actions, inactions or negligence or other legal fault of PAL and/or PAL personnel, or from the conditions of the facilities, equipment, or areas where said Recreation Program is being conducted, or from the unavailability of emergency medical care;
4. Knowing the risks involved, I nevertheless voluntarily requests permission to participate in said Recreation Program;
5. I hereby assume any and all risks of injury, death or property damage arising out of or connected in any way with my participation in said Recreation Program;
6. I hereby release, discharge and absolve PAL and all PAL personnel in advance from and against any and all liability, injury, or damage arising out of or in connection with my participation in said Recreation Program, or the failure on the part of the PAL and/or PAL personnel to comply with any obligations related to said Recreation Program, even though that liability, injury, or damage may arise out of the negligence or other legal fault of PAL and/or PAL personnel;
7. I will indemnify and hold PAL and all PAL personnel harmless from any loss, liability, damage, cost or expense, including litigation, arising out of or connected in any way with my participation in said Recreation Program;
8. In the event Registrant is a minor, Registrant is expressly permitted to travel by private automobile and/or PAL vehicle to and from all events and activities as needed if related to said Recreation Program, and PAL and all PAL personnel are hereby released, discharged and absolved from and against any and all liability, injury, or damage arising out of or connected with said transportation;
9. I am in good health and have no physical condition which would prevent safe participation in said Recreation Program; I acknowledge that I have the requisite skills, qualifications, physical abilities, and training necessary for proper and safe use of equipment and facilities and to participate in said Recreation Program; I agree to direct any such questions I may have as to as to what skills, qualifications or training is necessary to properly use the equipment, facility, or to participate in said Recreation Program to the on site program or activity supervisor, and agree to immediately report to the on site program or activity supervisor any unsafe condition observed by me and/or injury incurred by me;
10. In the event Registrant is a minor and requires medical or surgical treatment while under the supervision of PAL personnel in connection with such Recreation Program, such PAL personnel may authorize treatment;
11. I understand that the PAL provides no medical insurance for treatment of illness or injury and that any cost of treatment will be at my expense. I understand that the location of said Recreation Program or the nature of the injury or illness may require the use of emergency medical services. I hereby release, discharge and absolve PAL and all PAL personnel from and against any and all liability, injury, or damage arising out of or connected with the use of such medical services;
12. I acknowledge that said Recreation Program is not child care as defined by the State of California;
13. I understand that PAL personnel may photograph or videotape me and that PAL may use such photographs or videotapes to promote PAL programs and activities. I expressly allow, and hereby waive any objection to, PAL photographing or videotaping of myself when I am participating in said Recreation Program. I understand all photos and videotapes will remain the sole and exclusive property of PAL;
14. I understand and agree that this release and indemnification agreement is intended to be as broad and inclusive as permitted under California law, and that if any portion of this release and agreement is invalid, the balance shall continue in full force and effect;
15. This release and indemnification agreement shall be effective and binding upon myself and my heirs, next of kin, family, relatives, guardians, conservators, executors, administrators, trustees and assigns.

I HAVE CAREFULLY READ THIS RELEASE AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MY SELF AND THE VACAVILLE POLICE ACTIVITIES LEAGUE. I VOLUNTARILY AGREE TO EACH OF THE TERMS AND PROVISIONS HEREIN AND SIGN THIS RELEASE AND INDEMNIFICATION AGREEMENT OF MY OWN FREE WILL.

SIGNED: _____

DATE: _____

Circle one: Registrant (18 & over) Parent Guardian Senior (60+)

(Revised July 2004)