

DANVILLE OAKS RUGBY FOOTBALL ASSOCIATION

GENERAL RELEASE OF ALL CLAIMS

In consideration of Danville Oaks Rugby Football Association, a California non-profit corporation (the "Oaks"), allowing the undersigned ("Participant") to use the turf soccer field located at 1000 Tassajara Ranch Drive, Danville, CA 94526 or the field located at _____ (the "Facility") for the participation in rugby activities, including but not limited to warm-up, training, practice, games, clinics, travel and social events ("Rugby Activities."), Participant and my Parent/Guardian, if applicable, on behalf of himself/herself, and his/her heirs, executors, administrators, successors, and assigns, hereby forever and irrevocable fully releases, discharges and holds the Oaks, and its owners, directors, agents, attorneys, successors, assigns and affiliates ("Releasee") harmless from and against any and all claims, demands, suits, damages, cross-complaints, causes of action, assertions, liabilities and debts of any kind involving Participant's participation in Rugby Activities at the Facility ("Claims").

1. Participant and my Parent/Guardian, if applicable, acknowledge(s) that the general release provided for in this Agreement applies to unknown and unanticipated Claims (as well as known Claims). Participant and my Parent/Guardian, if applicable, acknowledge(s) and understands this release provides a waiver of Section 1542 of the California Civil Code which states that "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Participant and my Parent/Guardian, if applicable, releases Releasee from all injuries, damages or losses to Participant's person and property, real or personal, whether known, unknown, foreseen, unforeseen, patent or latent, which Participant may have against the Releasee as a result of Rugby Activities at the Facility.. Participant and my Parent/Guardian, if applicable, understand(s) and acknowledge(s) the significance and consequence of such specific waiver of Section 1542, and hereby assume(s) full responsibility for any injuries, damages, or losses that Participant may incur as a result of the Rugby Activities at the Facility.
2. Participant and my Parent/Guardian, if applicable, acknowledge(s) that participation in Rugby Activities at the Facility is at his/her sole risk.
3. Participant and my Parent/Guardian, if applicable, represent(s) that he/she is in good physical condition and understands that participation in Rugby Activities at the Facility carries a potential risk of injuries including, without limitation, overexertion; muscular and other physical strains and injuries. Participant and my Parent/Guardian, if applicable, acknowledge(s) and agree(s) that he/she should consult with a physician before participating in Rugby Activities at the Facility, and that it is his/her responsibility to consult with a physician to determine if he/she has any medical condition which would pose a direct threat to his/her health or safety, or to the health and safety of others. Participant and my Parent/Guardian, if applicable, agree(s) that if he/she has any such medical condition, or later develops such a condition, he/she will not use or will discontinue Rugby Activities at the Facility while such a threat to safety exists.
4. In the event that an action is brought to enforce any of the provisions of this Release, Participant and my Parent/Guardian, if applicable, waive(s) the right to bring a civil action in a court of law and/or the right to a jury trial, and shall submit his/her claims to binding arbitration with an arbitrator mutually agreed upon by the parties. The prevailing party in any action to enforce the provisions of this Release shall be entitled to reasonable attorneys' fees, plus all other related costs.
5. Should any provision of this Agreement be held invalid or unenforceable, Participant and my Parent/Guardian, if applicable, agree(s) that this will not affect the enforceability of any other provision set out above.

BY EXECUTING THIS RELEASE, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE FOREGOING AND AGREE TO ITS TERMS.

Participant Printed Name: _____

Participant Signature: _____

Date: _____

CONSENT OF PARENT/GUARDIAN FOR PARTICIPANTS UNDER 18

I REPRESENT THAT I AM THE PARENT/GUARDIAN OF THE UNDERSIGNED PARTICIPANT, WHO IS UNDER 18 YEARS OF AGE. I HAVE READ THE ABOVE RELEASE AND AM FULLY FAMILIAR WITH THE CONTENTS THEREOF. IN CONSIDERATION FOR ALLOWING MY CHILD/WARD TO PARTICIPATE IN ACTIVITIES, I HEREBY CONSENT TO THE FOREGOING ON BEHALF OF MY CHILD/WARD AND AGREE THAT THIS RELEASE SHALL BE BINDING UPON ME, MY CHILD/WARD, HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

Parent/Guardian Printed Name: _____

Parent/Guardian Signature: _____

Date: _____