

CITY OF FRESNO PARKS, AFTER SCHOOL, RECREATION AND COMMUNITY SERVICES
TEAM ROSTER AND WAIVER

Team Name _____ SEASON _____ Game Night _____
 Team Manager (Print) _____ (Signature) _____
 Address _____ Zip Code _____
 Home # _____ Business _____ Cell _____ Fax _____

I understand that by signing my name I agree to be bound by the **WAIVER, RELEASE, AND INDEMNITY AGREEMENT** on this TEAM ROSTER and the **TERMS AND CONDITIONS** of the **Code of Conduct**. I further acknowledge that I have read and understand said agreement. I fully understand that **consumption of alcohol and use of drugs** on any City of Fresno facility is a **violation of City Code 8-102**. Violation of said City Code will result in suspension from the City of Fresno Adult Sports Program.

Print Players Name	Signature	Street Address	Zip	Phone
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WAIVER, RELEASE AND INDEMNITY AGREEMENT
READ CAREFULLY AND INSERT DATE

For and in consideration of permitting Players to observe and participate in activities, operations and/or functions given by the City of Fresno, in the City of Fresno, County of Fresno, and State of California, beginning on _____ day of _____, 20____, the Undersigned hereby voluntarily releases, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of observing, participating and/or engaging in activities, operations and/or functions or any incidental thereto wherever or however the same may occur and for whatever period said activities or instructions may continue, and the players do for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action, aforesaid, which may hereafter arise from him/herself and his/her estate, and agrees that under no circumstances will he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Fresno or any of its officers, agents, servants or employees for any of said causes of action whether the same shall arise by the negligence of any of said persons, or otherwise. ***IT IS THE INTENTION OF PLAYERS BY THIS INSTRUMENT, TO HAVE AGREED TO THE ASSUMPTION OF THE RISK AND, TO EXEMPT AND RELIEVE THE CITY OF FRESNO, OR ANY OF ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY PASSIVE OR ACTIVE NEGLIGENCE.*** The Players, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the City of Fresno, or any of its officers, agents, servants or employees, he/she shall indemnify and save harmless the same the City of Fresno, or any of its officers, agents, servants or employees from any and all claims or causes of action by whomever or wherever made or presented for personal injuries, property damage or wrongful death. The Players acknowledge that he/she has read the foregoing WAIVER, RELEASE AND INDEMNITY AGREEMENT, has been fully and completely advised of the potential dangers incidental to engaging in the activity, operation and/or function, and is fully aware of the legal consequences of signing the within instrument. Additionally, the undersigned voluntarily consents to use of Participant's photograph, name, image and likeness (Recordings), and waives and releases City of Fresno from any and all claims, causes, damages, liabilities and/or actions arising therefrom and/or relating thereto, whatsoever, provided said use shall be for non-commercial purposes in connection with advertising, administrative, programmatic and promotional activities and materials. In connection therewith, Participant grants a royalty-free, irrevocable permission to use, reproduce, publish, broadcast and distribute the Recordings.