

SANTA YNEZ VALLEY BOCCE LEAGUE
a.k.a "The League"
RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT

In consideration for allowing me use the Santa Ynez Valley Bocce League Member's property and facilities, and for allowing me to participate and/or be a spectator at League activities and events, on behalf of myself, my legal representatives, heirs, assigns and estate, I hereby release and hold harmless (agree not to make a claim against or sue) the League, its officers, directors, employees and agents (collectively referred to hereinafter as "League"), the owner(s) of property at which League activities or events are conducted, and/or the operators of League activities or events, and their respective employees, agents and assigns, from any and all duty, liability and responsibility to me and my children, our legal representatives, heirs, assigns and estate, that may arise from any accident, damage, injury or illness to me, my children or my property, as a result of my use or my child's use of the League Member's property, facilities or equipment, and/or my participation in or attendance at, or my child's participation in or attendance at, activities or events, including, but not limited to, any and all damage, injury or illness to me, my children, or my property that may arise from the negligent acts or omissions (whether active and/or passive) of the League and the operators of its activities or events.

In accordance with *California Civil Code section 1668*, this release of liability does not exempt the League from responsibility for any fraud, or willful injury to the person or property of another, or from any violation of law.

I further agree to defend, indemnify and hold harmless the League, the property owners and operators of its events, their employees, agents and assigns, against all claims, demands and causes of action (which includes court costs and attorneys' fees), brought by or prosecuted for my benefit or that of my children (i.e., pay any loss or damage that they may incur, including attorney's fees and costs).

I agree that this release extends to all claims of every kind and nature whatsoever whether known or unknown, foreseen or unforeseen, and expressly waive any benefits of *California Civil Code section 1542*, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

I understand and acknowledge that the significance and consequence of this waiver of *California Civil Code section 1542* is that even if me, my child or my property is injured, damaged or becomes ill, I, and my legal representatives, heirs, assigns and estate will not be able to make any claims for those damages.

By signing this release, I hereby grant the League, the operators of its activities and events, their employees, agents and assigns my permission to initiate emergency first aid treatment for myself and/or my children in the event such treatment is reasonably required, which determination may be made at their sole discretion.

I further agree and understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion of this Agreement is held invalid, then it is agreed that the remainder of this Agreement shall continue in full force and effect.

I have carefully read this Agreement, fully understand its contents, and agree to each statement set forth herein. I am aware that this is a release of liability and a contract between myself and the Santa Ynez Valley Bocce League and sign it of my own free will.

(All members and/or participants who are 18 years of age or older must sign this Release.)

Dated: _____

MEMBER

Signature

Printed Name