

# RELEASE AND WAIVER OF LIABILITY

## CAI-SAN DIEGO SOFTBALL TOURNAMENT

I will be participating in the CAI-San Diego Softball Tournament on May 20, 2022 ("Activity") taking place at the (SPORTSPLEX USA SANTEE) ("Provider"). I acknowledge that Provider may not be adequately insured for any claims by participants in the Activity for bodily injury, illness, death or property damage arising out of or related to the Activity.

In consideration of being permitted to participate in the Activity, I, for myself and on behalf of my heirs, executors, administrators pursuant to California Code of Civil Procedure Section 372, hereby release, waive, discharge and covenant not to sue CAI-San Diego, its officers, directors, volunteers, employees and agents (hereinafter referred to as "Releasees") for any loss or damage, and any claim therefore, on account of bodily injury, illness, death or property damage sustained by me, whether caused by the negligence of the Releasees or otherwise, arising out of or related to my traveling to or from, attending, observing or participating in the Activity.

Further, I am fully aware of the risks and hazards inherent in playing softball and participating in the Activity, including the possibility of bodily injury, illness, death and other damage. Being fully aware of such risks, I hereby voluntarily elect to engage in the Activity, and to assume all risks of loss, damage, illness, injury and death that may be sustained by me as a result thereof.

Further, I agree to indemnify, hold harmless and defend Releasees from any loss, damage, liability or claim by me, or by any other person(s), for bodily injury, illness, death or other damage suffered by me arising out of or related to my participation in the Activity, whether or not resulting from the negligence or other acts of Releasees.

I also understand that CAI-San Diego's insurance policies will not cover or pay for any injury, illness, death or damage which I may incur as a result of my participation in the Activity.

I give my permission to the Provider, and to CAI-San Diego, their employees, volunteers, agents and representatives, to obtain emergency medical care for me, if considered by them to be necessary. In case of an emergency, the following person(s) should be contacted:

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NAME

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RELATIONSHIP

PHONE

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NAME

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RELATIONSHIP

PHONE

The emergency authorization provided above, shall be valid and continue in effect during the period of my participation in the Activity, or until such time as I have provided written notice to CAI-San Diego of my termination of it.

The release, consents, indemnification and other agreements by me contained in this Agreement shall survive the termination of my participation in the Activity.

I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

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SIGNATURE OF PARTICIPANT

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PRINT NAME

DATE

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ADDRESS

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PHONE