

CITY OF GLENDALE
COMMUNITY SERVICES & PARKS DEPARTMENT

2021 – ADULT BASKETBALL LEAGUE

PARTICIPANT'S:

RELEASE OF LIABILITY & INDEMNITY AGREEMENT

I, _____, acknowledge that I have voluntarily applied with the City of Glendale's Community Services and Parks Department ("City") to participate in the competitive sport of adult league basketball, from November 28, 2020 through December 31, 2021 (inclusive of all seasons and teams throughout this time period). The basketball activities will take place at one or more of the following locations that the City or the Glendale Unified School District ("GUSD") owns and operates:

*Pacific Community Center (501 S. Pacific Avenue., Glendale — a City facility);
Clark Magnet School Gymnasium (4747 New York Avenue, La Crescenta — a GUSD facility); or
Crescenta Valley High School Gymnasium (2900 Community Avenue, La Crescenta — a GUSD facility).*

I understand and agree that I am using the facility, including any City or GUSD-provided equipment, to practice, play, and compete in basketball with other adults, in a competitive basketball league. Playing basketball in a competitive league has risks that include, but are not limited to: slipping and falling; colliding with other persons, objects, or the facility; being struck by a ball; cold or hot temperature in the facility; broken bones; concussion; physical injury to muscles, tendons, and body parts; cuts or scrapes; pain or soreness; fatigue or exhaustion; dehydration; nausea; or death.

I understand and acknowledge that while I am participating in the basketball activities at the facility, I will be under adult supervision of the team manager. For the basketball activities, I will wear my own protective body clothing or equipment, and I will bring and drink water. I agree to inspect the facility and any equipment, before using or operating them, to determine their suitability and fitness for the basketball activities. I represent that I am: (1) in good physical condition and emotional health; (2) not suffering from any condition, disease, or disability that can hinder or endanger my participation in the basketball activities; and (3) qualified to participate in the basketball activities. **PLEASE INITIAL:** _____.

I REALIZE THAT BASKETBALL ACTIVITIES ARE PHYSICALLY DEMANDING, CAN BE DANGEROUS, AND HAVE A RISK OF SERIOUS INJURY OR DEATH. I AM FULLY AWARE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES— AND VOLUNTARILY USING THE FACILITY AND EQUIPMENT— WITH MY KNOWLEDGE OF THE INHERENT RISKS AND HAZARDS INVOLVED. I HEREBY AGREE TO ACCEPT ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE. PLEASE INITIAL: _____.

AS LAWFUL CONSIDERATION for the City's permitting me to participate in the basketball activities— and to use the facility and equipment— I HEREBY AGREE that I, my heirs, distributees, guardians, legal representatives, and assigns WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE the City, its officers, agents, or employees for injury, death, or damage arising out of the negligence, intentional, or other acts, howsoever caused, by the City or by any officer, agent, or employee of the City, as a result of my participating in the basketball activities, and my using the facility and equipment.

In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the City, its officers, agents, and employees from and against ALL ACTIONS, CLAIMS, OR DEMANDS that I, my heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, death, or damage arising out of my participating in the basketball activities, and my using the facility and equipment.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF AND THE CITY, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS AGREEMENT WILL REMAIN IN EFFECT AT ALL TIMES DURING THIS YEAR WHILE I PARTICIPATE IN THE BASKETBALL ACTIVITIES AT THE FACILITY.

By my signature below, I certify that I am eighteen (18) years of age or older.

Dated

Participant's Signature

Home Address

City, State, Zip Code

Home Telephone Number

Staff Initials

Business Telephone Number