

**DIABLO COED SOCCEER LEAGUE  
RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_ (“Participant”), acknowledge that I am electing to participate as a player in the Diablo Coed Soccer League (“DCSL” or “The League”). In consideration of being permitted to participate in the League, I hereby acknowledge and agree to the following:

**NO FIXED DURATION OF THIS AGREEMENT:** I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”) is intended to continue in effect indefinitely. Each time I choose to participate in League Activities, including official games, pickup games and/or practices, I am reaffirming my consent to this Agreement.

**RULES, LAWS AND REGULATIONS:** I acknowledge that I have read and understand the Bylaws and Rules of the League and that I am familiar with the rules governing the fields or facilities that the League may use from time to time. I hereby agree to abide by the Bylaws and Rules of the League, the rules governing the fields or facilities that the League may use from time to time and any and all applicable laws, regulations and ordinances of the jurisdictions within which the League operates. The Rules of the League include but are not limited to the following:

1. No fighting or disruptive behavior allowed at any time.
2. No firearms, drugs or alcohol allowed on the field at any time.
3. No pets allowed on the field at any time.

**RELEASE AND WAIVER OF LIABILITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, **HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** DCSL, its directors, officers, employees and agents and any owners or lessors of the fields or facilities that the League may use from time (collectively “Releases”) for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits or judgements of any kind arising from any injury, property damage or death that I may suffer as a result of my participation in the League, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES.**

**ASSUMPTION OF RISK:** I understand that there are potential risks inherent to the sport of soccer and to my participation in the League, some of which are dangerous and may expose me to personal injuries, infectious diseases, property damage, or even death. I understand I have the right to inspect the playing fields before play commences and that my participation in any League activities is purely elective. By entering onto a playing field, I accept full responsibility for any injuries that I may sustain due to field conditions, equipment or the actions of other players or officials. I understand that the potential risks of my participation in the League include, but are not necessarily limited to: (a) uneven or dangerous field conditions; (b) physical exertion or the onset of known or unknown medical conditions; and (c) physical contact with other players, officials, playing equipment or any personal property which might lie within or around the perimeter of the field. I understand that some of the risks of my participation in the League are unknown at this time. **I VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES.**

**INDEMNITY:** I, on behalf of myself, my personal representatives, heirs, executors, administrators, agents and assigns, agree to indemnify, defend and hold harmless the Releasees from any and all liability, including any and all claims, demands, causes of action (known or unknown), suits or judgements of any kind (including attorneys’ fees), arising from any injury, illness, property damage or death that I may suffer as a result of my participation in the League, **REGARDLESS OF WHETHER THE INJURY, ILLNESS, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES.**

**CHOICE OF LAW AND SEVERABILITY:** This Agreement shall be construed in accordance with the laws of the State of California and is intended to be as broad and inclusive as permitted under such law. I agree that if any portion of this Agreement should be held to be illegal or invalid, then the balance shall continue in full force and effect.

I have read this Agreement and fully understand its provisions. I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE AND WAIVER OF LIABILITY, AN ASSUMPTION OF RISK AND AN AGREEMENT TO INDEMNIFY THE RELEASEES. Notwithstanding those provisions, which include giving up substantial rights, including my right to use, I am choosing to sign this Agreement freely and with any inducement.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date