

### Waiver of Liability, Assumption of Risk, and Indemnity Agreement

**Waiver:** In consideration of being permitted to participate in any way in J's Beach Program, I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue all staff, employees, and agents from liability from any and all claims including the negligence, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in J's Beach Program.

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**Signature of Parent of Minor**

**Date**

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**Signature of Participant**

**Date**

**Assumption of Risks:** Participation in J's Beach program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in J's Beach Program. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD John Jay, its extended coaching staff HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in J's Beach Program, and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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**Signature of Parent of Minor**

**Date**

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**Signature of Participant**

**Date**

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**Print Name of Parent of Minor**

**Date**

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**Print Name of Participant**

**Date**

**Emergency Contact:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Relationship to Athlete:** \_\_\_\_\_