



HOME RUN DERBY- - - INFORMED CONSENT AND LIABILITY RELEASE

I desire to participate in the Fit 4 The Cause's Home Run Derby being held on November 5th, 2022 (1200Noon-300pm) located at Valley View Park Ball Field (The Home Run Derby Event). The Home Run Derby Event being produced by Fit 4 The Cause, Inc. ("**F4TC**"). "**Released Parties**" collectively include (F4TC, Rancho Simi Recreation and Park District (Park Operators) and their respective directors, officers, shareholders, board members, managers, partners, employees, consultants, volunteers, vendors, agents, participants, players, guests and representatives. For and in consideration of F4TC granting me permission to participate in the **Home Run Derby** Event hereby acknowledge, agree, represent and warrant as follows:

1. Express Assumption Of Risk. I understand (a) that I will be subjecting myself to significant risks and hazards by participating in the **Home Run Derby** Event and that these risks and hazards include (i) minor injuries (e.g., sprains and strains), (ii) serious injuries (e.g., fractures and permanent disability), (iii) death, (iv) economic damages (e.g., the loss of one's ability to earn a living and enjoy life) and (v) damage to or destruction of personal property, (b) that there may be other risks and hazards not known to me or reasonably foreseeable at this time, and (c) that such risks and hazards may result not only from my own actions, inactions, negligence or other fault, but also from the actions, inactions, negligence or other fault of others and the condition of the facilities and equipment (collectively, the "**Risks**"). I understand and have considered all of the Risks and voluntarily choose to assume and accept responsibility for all of the Risks.

2. Release. I fully and forever release and discharge the Released Parties from any and all injuries (including death), losses, damages, claims, demands, actions, lawsuits and other legal proceedings, costs, expenses and any and all other liabilities of any kind whatsoever (collectively, "**Claims**") incurred by me, my property and/or any other person directly or indirectly arising out of, relating to or otherwise involving my participation in the **Home Run Derby**

(including the Risks), even if due to the actions, inactions, negligence or other fault of any of the Released Parties (collectively, the “**Released Matters**”). I hereby acknowledge that I am familiar with the provisions of California Civil Code Section 1542 (“**Section 1542**”) and expressly waive any and all rights or benefits that I may have under Section 1542 and the similar laws to the full extent permitted by law concerning my participation in the **Home Run Derby** Event (including the Risks). Section 1542 states:

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

3. Indemnification. I will defend, indemnify, hold harmless and reimburse the Released Parties from and against any and all Claims they may suffer, incur or pay however caused resulting from, arising out of or otherwise involving my participation in the **Home Run Derby** Event.

4. Covenant Not To Sue. I will not initiate, join in or assist with any claim, demand, lawsuit or other legal proceeding against any of the Released Parties which arises out of, relates to or otherwise involves my participation in the **Home Run Derby** (including the Risks) and I hereby waive any right I may have to do so. I understand this means that I cannot sue to hold the Released Parties responsible for any injury, loss or damage sustained by me, other parties or my or others' property in connection with the **Home Run Derby** even if it is due to the acts, inactions, negligence or other fault of the Released Parties.

5. Medical Expenses. I consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from, arising out of or otherwise involving my participation in the **Home Run Derby** event and understand that I am solely responsible for all costs related to such medical treatment, medical transportation and/or evacuation.

6. Health. I am in good health, in proper physical condition and do not have any medical or other conditions that would impair my ability to participate in the **Home Run Derby** Event. If at any time I believe conditions are unsafe or that I am no longer in proper physical condition to participate in the **Home Run Derby** I will immediately cease and desist from all further participation in the

Kayak Event, I will at all times follow the instructions, recommendations and cautions provided to me during the **Home Run Derby** by any of the Released Parties.

7. Photographs. I grant F4TC and affiliated parties perpetual, irrevocable, nonexclusive, royalty-free license to copyright, publish, reproduce, exhibit, transmit, broadcast, televise, digitize, display and otherwise use, and permit others to use, (a) my name, image, likeness and voice, and (b) all photographs, audio recordings, video recordings, writings, statements and quotations of me or by me, arising out of, relating to or otherwise involving my participation in the **Home Run Derby** Event.

8. Miscellaneous. This agreement shall be binding upon and enforceable against me and my heirs, representatives, guardians, conservators, successors and assigns and enforceable to the fullest extent permitted by applicable law. If any portion of this agreement is held to be invalid, the remainder of this agreement shall not be affected thereby and shall continue in full force and effect. The terms of this agreement shall continue in perpetuity from this date. This agreement constitutes the entire agreement between the Released Parties and me with regard to its subject matter and supersedes any prior discussions and agreements.

I ACKNOWLEDGE THAT I HAVE READ AND THOROUGHLY UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND AM FREELY AND VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS.

DATE: NOVEMBER 5th, 2022

Signature (Participant or Guardian)

Printed Name (Participant)
(Guardian)

Printed Name

EMERGENCY CONTACT NAME: _____
NUMBER: _____

***Guardians must take responsibility for all minors according to this liability agreement**