

CHILD

Statement of Assumption of Risk And Intentional Release And Waiver ("Release And Waiver")

I hereby represent that I am the parent and/or the legal guardian of _____.
I request that my child be allowed to participate in Roller Hockey and related activities sponsored by the City of Torrance. I am in agreement with all of the terms of this Release and Waiver. I have authority to enter into this Release and Waiver and do so on behalf of my child, myself and all parents and/or legal guardians of my child.

I acknowledge that Roller Hockey and activities associated with Roller Hockey are hazardous and dangerous and require strenuous exercise and activity. I am aware that serious accidents occasionally occur during athletic activities; and that participants occasionally sustain serious personal injury or death and/or property damage, as a consequence thereof. I understand that in addition to the above-mentioned risks, there are unpredictable dangers involved in athletic activities. If, however, I observe any unusual and/or significant hazard I will bring such to the attention of the nearest official immediately and remove my child from participation if necessary. I HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY OR EVEN DEATH ON MY CHILD'S BEHALF WHILE HE OR SHE IS PARTICIPATING IN ROLLER HOCKEY. Understanding the inherent risks and dangers of participating in Roller Hockey, I represent that to the best of my knowledge my child has no medical, physical, and/or emotional health condition which would hinder or prevent his or her active participation in Roller Hockey in any whatsoever. I also certify that my child is physically fit, has sufficiently trained for participation in this athletic activity and has not been advised otherwise by a qualified medical person.

In consideration of the request and permission to participate in the activity of Roller Hockey, I HEREBY AGREE, ON MY OWN BEHALF, ON BEHALF OF MY CHILD, TO RELEASE AND FOREVER DISCHARGE the City of Torrance, the City Council, each member thereof, present and future, its officers, agents, employees, and volunteers (hereinafter "Torrance") from any and all liability for injuries or death or property damage arising or resulting from or in any way connected with my child's participation in Roller Hockey, including any such accident, illness, injury or death, or property damage, loss or destruction, caused or allegedly caused by a dangerous condition of public property or by negligence on the part of Torrance. The terms of this Release and Waiver apply to myself and to my child and our heir(s), executor(s), administrator(s), assign(s), successor(s), personal representative(s), distributees, agent(s), spouse (if applicable), legatees, other parents and/or legal guardians of the child, and for all of our family members. I understand that by signing this Release and Waiver we are forever giving up all rights to sue Torrance to recover any money of damages from them for any harm my child may suffer in this activity, even if Torrance is at fault in any way.

I agree that this Release and Waiver shall cover my child's participation in any and all Roller Hockey activities and/or any and all Roller Hockey related activities sponsored by Torrance including, but not limited to, practice sessions, instructional sessions, activities directed by a coach or a team representative and/or promotional skating exercises for two years from the date I sign this Release and Waiver or until the completion of any activity or season which was begun prior to the end of that period, whichever is longer.

I acknowledge that my child's participation in Roller Hockey is strictly voluntary and that such participation does not in any manner imply that my child or I am acting in the course and scope of Torrance's business. I further acknowledge that my child's participation in Roller Hockey does not and cannot in any manner establish the existence of an employer-employee or an agency relationship of any type whatsoever with Torrance. I represent that my child and I are not employees or agents of Torrance or a carrier on behalf of Torrance in any manner in connection with my child's participation in Roller Hockey.

I agree to indemnify and hold Torrance harmless from any and all liability arising out of, whether directly or indirectly, my child's involvement or participation in Roller Hockey including, but not limited to, attorneys' fees, whether paid by Torrance, or a carrier on behalf of Torrance, costs, and any liability which may arise out of my child's involvement or participation in Roller Hockey.

I acknowledge that I have read and understand this Release and Waiver, have had the opportunity to have counsel of my choice review it with me, and that I am fully aware of the contents of this Release and Waiver and of its binding legal effect.

I have executed this Release and Waiver voluntarily and without duress or undue influence by any person or entity.

In the event a dispute or controversy arises regarding this Release and Waiver, its interpretation, modification, application or termination, the prevailing party shall be entitled to costs and reasonable attorneys' fees from the other party.

No amendment, change or modification of this Release and Waiver shall be valid unless in Writing signed by the Risk Manager of the City of Torrance and by me.

I give my permission to Torrance to obtain on my child's behalf any emergency medical treatment. In case of sickness, accident or injury, Torrance have my express permission to secure, at my expense, such medical attention as is deemed necessary in the sole discretion of Torrance.

I have read and understand all the information presented to me in this document and understand the terms and agreements for payments of league, insurance, and jersey fees where applicable. Lastly, I agree to accept and abide by the rules and regulations of the Roller Hockey program, the instructor, the coach, the referee, and the City of Torrance. I understand that no player is entitled to ANY refund except in the case of injury where a player cannot continue participating in league competition.

I understand that during practice and competition or related activities, my child and I may be photographed. I agree to allow photo, video or film likeness of my child or me to be used for any legitimate purpose by the City of Torrance, officials, producers, sponsors, organizers and/or assigns.

*PLEASE NOTE: Torrance strongly recommends that each participant obtain the appropriate insurance coverage for his or her own protection while engaged in Roller Hockey.

(PRINT) Name of Parent

Home Phone Business Phone

Address of Parent and Participant

Date of Birth

City/State/Zip
TSA\Release & Waiver Child 12-03

Parent's Signature Date