

## FCYSA SNACK SHACK

### ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, hereby acknowledge that I have voluntarily applied to participate as a food service worker in the “Snack Shack” which will be operated by Foster City Youth Softball Association. In consideration of the services of Foster City Youth Softball Association, their agents, owners, affiliates, officers, volunteers, participants and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as “FCYSA”), I hereby agree to release and discharge FCYSA, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Assumption of risk:** In recognition of the known and unknown risks of this activity, I confirm that I am physically and mentally capable of participating in the activity. I understand that if my mental or physical condition changes after the execution of this release such that I am not capable of participating in the activity, I am obliged to cease participating in the activity. I expressly agree and promise to accept and assume all risk existing in this activity, including the risk of injury. My participation in this activity is purely voluntarily and I elect to participate in spite of the risks.
2. **Release provisions:** As lawful consideration for being permitted by FCYSA, to participate in this activity, I understand and agree that I am assuming full responsibility for any and all illness, injury and property damage and/or loss that I may suffer, in connection with any and all activities in which I participate at the “Snack Shack” or under FCYSA’s supervision, including but not limited to illness, injury, death, property damage and/or loss arising from, among other things, (a) negligence or carelessness on the part of FCYSA, including but not limited to, negligent supervision or defective equipment or property owned, maintained or controlled by FCYSA, or because of liability without fault, even if caused by the actions or omissions of others, and/or (b) equipment, facilities or other hazards or conditions. I agree that this release constitutes a complete release, discharge and waiver of any and all actions or causes of action against FCYSA, arising in connection with any and all activities in which I participate while working at the “Snack Shack”. I agree that I, my children, my parents, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute FCYSA, for injury or damage resulting from negligence or other acts, howsoever caused, by FCYSA, as a result of my participation as a worker at the “Snack Shack”.
3. **Indemnity Clause:** I hereby indemnify and hold harmless FCYSA from any and all liabilities or claims made by other individuals or entities as a result of any of my actions, while I am engaged in any activity at the “Snack Shack” or use of the FCYSA facilities, including any litigation, expenses, attorney’s fees, loss, liability, damage or cost which may occur as a result of any such claims. Should FCYSA, be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from such fees and costs.
4. **Governing Law, Jurisdiction and Severability of Provisions:** This Waiver and Release of Liability shall be governed by California Law and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against FCYSA, I agree to do so solely in the state of California. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nevertheless remain in full force and effect.
5. **Insurance:** I further agree that I possess adequate health insurance to cover any injuries incurred while working at the “Snack Shack”.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION AT THE "SNACK SHACK", I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST FOSTER CITY YOUTH SOFTBALL ASSOCIATION ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE FOSTERCITY YOUTH SOFTBALL ASSOCIATION AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH. I HAVE CAREFULLY READ BOTH PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND FOSTER CITY YOUTH SOFTBALL ASSOCIATION AND AFFILIATED PARTIES AND I SIGN IT OF MY OWN FREE WILL.**

**Signature of Minor Participant:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Signature of Adult Participant:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Parent or Legal Guardian additional Indemnification**  
**(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of \_\_\_\_\_ (print minor's name)("Minor") being permitted by FCYSA to participate in the activities at the "Snack Shack", I agree to indemnify and hold harmless the parties referenced above from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such participation by Minor. The undersigned parent and natural guardian or legal guardian does hereby represent that he/she, in fact, acting in such capacity and agrees to save and hold harmless and indemnify each and all of the above parties referenced above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**I HAVE READ AND AGREE TO THE ABOVE ADDITIONAL INDEMNIFICATION AND THE ABOVE ASSUMPTION OF RISK AGREEMENT AND RELEASE OF LIABILITY**

**Parent or Legal Guardian's Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Health Care Insurance Provider and Policy Number:** \_\_\_\_\_

*Please return to Tice Swackhamer or Adelaide Hulbert prior to your first shift working in snack shack or bring the signed form to your first shift at the snack shack. Thank you.*