

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I understand that from time to time, (the “Company”) wishes to organize and sponsor activities for the entertainment and social interaction of its employees, including a kickball event and related activities (the “Activities”). I understand that participation in such events is completely voluntary.

I acknowledge and agree that my participation in the Activities is entirely voluntary, and is neither a condition of continued employment with the Company nor otherwise required by the Company. The Activities will take place either outside of regular working hours or when I am released from work. I also understand that commuting to and from the Activities is not within the scope of my employment with the Company. I acknowledge and agree that I will not be paid wages or travel expenses or any other form of compensation for participating in the Activities. Accordingly, I acknowledge and agree that I will not be eligible for or entitled to receive any workers’ compensation benefits for any injury, illness or damage caused in any way by attendance at or participation in the Activities.

I desire to participate in the Activities, which I understand may involve physical exertion, physical interactions between myself and other people, and/or interactions between myself and inanimate objects, and which may present some risk of harm to me. I represent that I am over 18 years of age, that I have evaluated the nature of the Activities before deciding that I am in suitable condition to participate, and that I have not been advised otherwise by a qualified medical person.

As lawful consideration for being permitted by the Company to participate in and enjoy these Activities, I agree to the terms and conditions set forth in this Waiver, Release of Liability and Assumption of Risk Agreement (this “Agreement”). I understand that I will not be permitted to participate in the Activities if I do not sign this Agreement.

I will read and comply with all safety precautions and rules. If any rule is unclear, I will seek appropriate clarification and ensure that I understand all of the rules fully before participating in the Activities.

I will not participate in the Activities if I am under the influence of drugs or alcohol, if I am pregnant and my pregnancy increases the risk of injury or the Activities are inherently too dangerous to my unborn child, or if I have any condition that may impair my ability to participate without creating a risk to others or myself.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES MAY PRESENT DANGER AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED, AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY

OR OTHERWISE. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, ABRASIONS, HEAD INJURY, AND OTHER BODILY INJURY RELATED TO RUNNING, JUMPING, THROWING A BALL, KICKING A BALL, AND PHYSICAL CONTACT WITH OTHER PLAYERS.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, successors and assigns (collectively, "Releasees"), on account of injury, death or property damage arising out of or attributable to my participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise.

I agree not to make or bring any claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under a claim related to my participation in the Activities. I agree to defend, indemnify and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers, incurred by/awarded against indemnified party, arising out or resulting from any claim of a third party related to the Activities.

This Agreement constitutes the sole and entire agreement between the Company and me with respect to my participation in the Activities, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to this subject matter. This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

Signed: _____

Printed Name: _____

Date: _____