



REGISTRATION & WAIVER OF LIABILITY

Activity _____ Name of participant _____

Phone (work) _____ (home) _____ (cell) _____

Address _____ City _____ Zip _____ e-mail _____

Male _____ Female _____ Proof of birth date, if applicable _____ Staff initials _____

T-shirt size, if applicable S _____ M _____ L _____ XL _____

I, the undersigned, understand and agree to the following:

- I am aware that recreational activities can be hazardous. I am voluntarily participating in this activity with knowledge of the hazards involved. I hereby agree to accept any and all risks of injury or death that may result from my participation in this activity and I discharge the Rosamond Community Services District ("RCSD") and its employees from any and all liability that may result from my participation in this activity.
- The RCSD, including its officers, agents, and employees, is not responsible for injuries or damages to individuals who use the Facility, or who participate in recreational activities at the Facility, including spectators at the Facility, and those assisting in recreational activities at the Facility (collectively, "Participants").
- The RCSD does not provide Participants with medical insurance or treatment for injuries.
- I agree to defend, indemnify, hold harmless and release the RCSD, its officers, agents and employees from and against any and all claims, demands, suits, causes of action, proceedings, damages, injuries, losses and liability of any kind, in law or in equity, arising from or related to (including wrongful death) my use of the Facility. This release includes, but is not limited to, all liability for death, personal injury or property damage resulting from the active or passive negligence of the RCSD or its agents or any defective or hazardous condition of any property or equipment owned, operated or maintained by the RCSD. To this end, and without any reservations whatsoever, I hereby for myself, heirs, executors, administrators, and assigns waive any and all rights to any claims, demands, suits, causes of action or proceedings that I would or may have resulting from or in any way arising out of or related to my use of the Facility. I acknowledge and understand that this waiver includes, but is not limited to, any action or cause of action arising from: (1) the performance or failure to perform maintenance, inspection, control, or security of the Facility; (2) the failure to warn of dangerous conditions as existing on or near the Facility; (3) any action by spectators; (4) negligent supervision; (5) latent or obvious defects, or dangerous conditions existing on or near the Facility.
- I hereby acknowledge that prior to signing this Registration & Waiver of Liability Form, I have consulted with, or had an opportunity to consult with legal counsel regarding this waiver and the provisions of California Civil Code section 1542, which provides as follows: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** I acknowledge that I may sustain damages, losses, costs or expenses which are presently unknown and unsuspected, and such damages, losses, costs or expenses in the future. Nevertheless, I hereby acknowledge that this waiver has been agreed upon in light of that situation and I hereby expressly waive any and all rights which I may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect.
- While using RCSD equipment and articles I am responsible for any loss, theft or damage to RCSD equipment and articles, as well as my own equipment, articles and personal property.
- I give permission to the RCSD to photograph or videotape me in connection with my use of the Facility for use in future RCSD publications and advertisements and understand that I will not receive any compensation for such use.
- I give permission to the RCSD to release my personal information to requesting organizations.

Initials _____ Accept _____ Decline _____

Should any term of this agreement be deemed unlawful, that provision shall be severed and the remaining terms shall continue to be valid and fully enforceable.

Printed Name _____ Signature _____ Date _____

If the Participant is under 18 years of a parent or legal guardian must sign below on the Participant's behalf.

Printed Name _____ Signature _____ Date _____