

Release and Waiver of Liability, Assumption of Risks and Indemnity Agreement ("Agreement")

Waiver: In consideration of being permitted to come onto the property and/or to participate in any activity at the property of American Martyrs School and Church (collectively, "American Martyrs"), including the gymnasium, St. Elizabeth Field, and the playground, I, for myself, and for my family, heirs, personal representatives and assigns, do hereby release, waive all liability against, discharge and covenant not to sue American Martyrs; the Archdiocese of Los Angeles; the Roman Catholic Archbishop of Los Angeles, a corporation sole; the owner of the property; _Manhattan Beach School Soccer Party and any and all of their (or any of their) officers, employees, representatives, contractors and agents (collectively, the "American Martyrs-released entities") from liability from any and all claims, actions, suits, causes of actions, costs, expenses, liabilities, and damages including but not limited to those related to personal injury, accidents, or illnesses (including death) and/or property loss arising from, but not limited to, entry onto the property and/or participation in such activity.

Assumption of Risks: I understand and agree that entry onto the property and participation in activities on the property carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid such risks, and that I knowingly assume all those risks. The specific risks vary but can include 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint and back injuries, broken bones, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the paragraphs of this Agreement, and I know, understand, and appreciate these and other risks that are inherent in coming onto the property and/or participating in activities on the property. I hereby state that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the American Martyrs-released entities from any and all claims, actions, suits, causes of actions, costs, expenses, liabilities and damages, including attorneys' fees, which concern, relate to or arise out of any involvement at the property, and any activities at the property, and to reimburse the American Martyrs-related entities for any such expenses incurred.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this Agreement is held invalid, the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and

voluntarily, and **intend by my signature to be a complete and unconditional release and waiver of all liability** to the greatest extent allowed by law.

Signature of Participant	Print Name of Participant	Date	Age (if Minor)
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Signature of Parent/Guardian of Participant of Minor	Print Name of Parent/Guardian of Participant if Minor	Date
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THE PARENT/GUARDIAN OF THE PARTICIPANT HAS READ AND COMPLETED THIS ENTIRE DOCUMENT INCLUDING THE SECTION BELOW. I, as the undersigned Parent or Guardian (circle one) of

_____ (minor's name) hereby execute this Agreement for and on behalf of the minor named herein. I hereby bind myself, the minor and all others to the terms of this Agreement. I represent that I have the legal capacity and authority to act for and on behalf of the minor named herein and to enter into this Agreement on his/her behalf, and I agree to indemnify and hold harmless the American Martyrs-released entities from any and all claims, actions, suits, causes of actions, costs, expenses, liabilities and damages asserted against them as a result of any insufficiency of my legal capacity or authority to act for and on behalf of the minor in execution of this Agreement.

Printed Name	Parent/Guardian's Signature	Date Signed
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