

**CITY OF FORTUNA
WAIVER OF LIABILITY, MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT
MINOR**

Activity: FORTUNA PARKS & RECREATION VOLLEYBALL LEAGUE

Held at the Fortuna Middle School. Activities may include running, jumping, physical contact between participants and strenuous activity. Activities are supervised by City of Fortuna approved staff member.

Printed Name of Minor Participant: _____

Minor Participant's Date of Birth: _____

In consideration of the named minor child being permitted by the City of Fortuna to participate in the above-described activity, each of us waives, releases and discharges any and all claims and damages for personal injury, death, or property damage which said minor child may sustain or which may occur as a result of the minor child's participation in said activity. This release is intended to discharge, in advance, the City of Fortuna, its officers, employees, agents and volunteers, from and against any and all liability arising out of, or connected in any way with, the participation of the minor child in said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Fortuna, its officers, employees, agents and volunteers.

Each of us understands that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity; that serious accidents occasionally occur during the above-described activity; and that participants in the above-described activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, each of us has requested permission for the minor child to participate in the above-described activity and each of us hereby agrees to assume any and all risks of injury and to release and hold harmless the City of Fortuna, its officers, employees, agents and volunteers, who through negligence, carelessness, or any other act or omission might otherwise be liable to me or said minor child. It is further understood and agreed that this waiver, release, and assumption of risks is to be binding on the heirs and assigns of each of the undersigned.

Each of us further agrees to indemnify and to hold the City of Fortuna, its officers, employees, agents and volunteers free and harmless from any loss, liability, damage, cost, or expense which may be incurred as a result of any injury and/or property damage that said minor may sustain while participating in said activity.

Each agrees, in the event said minor requires medical or surgical treatment while under the supervision of City of Fortuna's personnel, in connection with the above-described activity, such supervisor may authorize treatment. each of us also agrees to pay all medical, hospital, or other expenses which said minor may incur as a result of such treatment.

WE/(I) HAVE CAREFULLY READ THIS WAIVER OF LIABILITY, MEDICAL RELEASE, AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. IT IS UNDERSTOOD THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE UNDERSIGNED AND THE CITY OF FORTUNA AND THAT THE SIGNATURES HEREIN HAVE BEEN GIVEN VOLUNTARILY.

Date Signed: _____

Signature of Parent or Legal Guardian: _____

Printed Name of Parent or Legal Guardian: _____

Parent or Legal Guardian's Relationship to Minor Participant: _____