



# Liability – Agreement, Waiver & Release - *Minor*

## DIABLO JAPANESE AMERICAN CLUB

3165 Treat Boulevard ♦ Concord, CA 94518-2722 ♦ Phone: 925.682.5299

**Instructions:** As the parent or legal guardian of a minor/dependent, be aware that any activities of a physical nature that have the potential to cause bodily injury require the submission of this **Agreement, Waiver & Release** form - prior to your child engaging in any such activities at the JA Club. This form must be completed and returned by a parent or legal guardian to the club representative.

### Participant Information Information related to person actually participating in JA Club activity or event

<b>Participant Name</b> <i>(please print)</i>	<b>D.O.B.</b> <i>(mm/dd/yy)</i>	<b>Age</b>	<b>Sex</b>	<b>Grade</b>
<b>Affiliated Club Name(s) / Activity</b>		<b>Activity Date(s) – (from/to)</b>		

The undersigned acknowledges that participating in the above activity may entail significant risks, both known and unknown, which could result in physical or emotional injury, death or damage to the above-named minor participant, to property or to third parties. Such risks include, among others, negligence by other participants, bystanders or third parties. The undersigned also acknowledges that the above-named minor participant’s involvement in said activity is purely voluntary, and has elected to permit minor to participate in spite of the risks. The undersigned hereby gives consent to son or daughter (or child for which undersigned is legal guardian) to participate in the above activity, and hereby executes this waiver agreement on his/her behalf.

This release is intended to discharge in advance the **Japanese American Religious & Cultural Center (JARCC)**, the **Diablo Japanese American Club (JA Club)** and its **affiliated clubs** (collectively as “CLUBS”), its officers, members, volunteers and associates from any and all liability arising out of or connected in any way with the minor’s participation in said activity, to the maximum extent allowed by law.

In consideration of being permitted by the **Japanese American Religious & Cultural Center (JARCC)**, the **Diablo Japanese American Club (JA Club)** and its **affiliated clubs** (collectively as “CLUBS”) to participate in the above activity, the undersigned hereby waives, releases and discharges any and all claims for damages for personal injury, death or property damage that the above-named minor participant may hereafter accrue as a result of the above-named activity. The undersigned expressly agrees and promises to accept and assume all of the risks existing in these activities, both known and unknown, whether caused or alleged to be caused by negligent acts or omissions of CLUBS.

On behalf of myself, participant minor, my children, my parents, my heirs, assigns, personal representative and estate, I hereby agree to release and discharge CLUBS, its members, officers and associates. Should CLUBS or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I agree that the validity and enforceability of this Liability Agreement – Waiver & Release will be governed by the substantive law of California, without regard to conflict of law rules.

**I agree that this agreement is being made on behalf of minor participant and that all of the releases, waivers and promises herein are binding on that minor participant. I represent that I have full authority as Parent or Legal Guardian to bind the minor participant to this agreement.**

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child’s (minor) participation in this activity, I may be found by a court of law to have waived his/her right to maintain a lawsuit against CLUBS on the basis of any claim from which I have released them herein.**

**I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT. I HAVE READ AND UNDERSTOOD IT AND I AGREE TO BE BOUND BY ITS TERMS.**

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Relationship to Participant