

**FALLBROOK SENIOR SOFTBALL LEAGUE  
PARTICIPANTS INFORMED CONSENT, WAIVER AND RELEASE FROM LIABILITY  
IMPORTANT: THIS IS A LEGAL DOCUMENT**

**PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. IF YOU HAVE ANY  
QUESTIONS, PLEASE ASK OR CONSULT AN ATTORNEY**

I understand that the Fallbrook Sports Association, pursuant to its agreement with the San Diego County, California Department of Parks and Recreation, operates and maintains the Ingold Community Sports Park in Fallbrook, California, an unincorporated area of San Diego County, California. I further understand that the Fallbrook Senior Softball League is an informal association of individuals acting in their own private capacities, to enjoy the game of slow-pitch softball. I further understand that all participants in Fallbrook Senior Softball League, acting in their individual capacities, associate together essentially for the purpose of establishing basic rules of participation, purchasing essential equipment, establishing teams and playing schedules, and collecting individual fees to pay Ingold Sports Park for year round facility rental.

In consideration for allowing me to participate in Fallbrook Senior Softball League activities at Ingold Sports Park at Fallbrook, California (hereinafter called, "the event"), I hereby take the following actions for myself, my executors, administrators, heirs, next of kin, successors and assigns, or anyone else who might claim or sue on my behalf:

(a) I acknowledge that the event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss;

(b) I certify as follows: (1) that I am properly equipped for the event and will not participate in the event without proper equipment; (2) that I am physically fit and able to participate in the event; and (3) that I have not been advised against participation in the event by a qualified health professional.

(c) I agree or acknowledge as follows: (1) that I will obey all posted Ingold Sports Park safety signs and will obey instructions of Ingold Sports Park employees while participating in the event and follow its "Code of Conduct"; (2) that I will obey all Fallbrook Senior Softball League rules; (3) that I will follow safe procedures and avoid unnecessarily hazardous situations; and (4) that I have the knowledge and experience necessary to participate in the event safely.

(e) I agree that, prior to participating in the event, I will inspect the facilities, equipment, and areas to be used and, if I believe any are unsafe, I will immediately advise Ingold Sports Park employees and not participate in the event until the unsafe facility, equipment and/or area is deemed safe by me.

(f) I assume all risks associated with the event, including, but not limited to, death; concussion; neck/spinal trauma; broken bones; loss of teeth; loss of vision; dehydration; heat stroke; muscle pulls; cramps; sprains; strains; cuts; bruises; mental anguish; trauma; exhaustion; heart attack; cardiovascular illness as a result of accidental or intentional falls or contact with other people and their equipment; contact with facility equipment; defective equipment; effects of weather including heat or humidity; terrain; and personal fitness level;

g) In connection with the event, I forever release, acquit and discharge from all known obligations, losses, damages, liabilities, injuries, claims, demands, actions, causes of action and expenses, including without limitation, attorney's fees and costs, all other individual participants, including volunteer team managers and league commissioner, in the Fallbrook Senior Softball League;

(h) In connection with the event, I agree not to sue any individual participant, including volunteer team managers and league commissioner, in the Fallbrook Senior Softball League for any of the claims, losses or liabilities that I have waived released and discharged herein;

(i) In connection with the event, I indemnify and hold harmless all individual participants, including volunteer team managers and league commissioner, in the Fallbrook Senior Softball League from any and all claims made or liabilities assessed against them as a result of my actions or omissions.

(j) In connection with the event, I hereby authorize emergency medical treatment in the event of injury or illness. I also authorize trained health care providers, including, but not limited to physicians, nurses, and nurse practitioners to administer routine and/or emergency medicines and treatments, as needed.

I certify that I have read all the provisions of this informed consent, waiver and release from liability form and fully understand all of the same. I intend for this informed consent, waiver and release to be effective during each of my participations in the event until it expires three years from the date of my signature below. If any provisions contained in this informed consent and waiver of liability form are held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this informed consent and waiver of liability agreement form and shall in no way affect, impair or invalidate any other provision herein contained.

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_