CITY OF CUPERTINO ATHLETIC FIELD USE PERMIT ASSUMPTION OF RISK

I acknowledge and fully understand that use of the fields identified in the Permit ("Property") by De Anza Youth Soccer League (Print name of the organization or entity), its participants, board members, coaches, agents, volunteers and any other members of said organization or entity (collectively referred to hereinafter as "Organization") in any event or activity such as soccer, baseball, softball, cricket or multi-use which includes but is not limited to entry on the Property is at my/their own risk. I/We assume all risks associated with the activity including entry on the Property and use of the Property, including but not limited to falls, contact with other persons, contact with athletic equipment including bats and balls, the effects of weather, including rain, high heat and/or humidity, the conditions of the paved and unpaved areas of the Property including the conditions of the grass/turf, all such risks being known and appreciated by me/us.

IN CONSIDERATION OF THE CITY'S ACCEPTANCE OF THE ATHLETIC FIELD USE PERMIT, BEING PERMITTED ENTRY ON THE PROPERTY AND USE OF THE PROPERTY IN CONNECTION WITH ANY EVENT OR ACTIVITY DEFINED IN THIS PERMIT, THE UNDERSIGNED AGREES TO THE FOLLOWING:

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CITY OF CUPERTINO, CUPERTINO UNIFIED SCHOOL DISTRICT, COUNTY OF SANTA CLARA, AND THEIR RESPECTIVE EMPLOYEES, FORMER EMPLOYEES, OFFICERS, AGENTS, VOLUNTEERS, SUBSIDIARIES, AFFILIATES, SURETIES, SUBCONTRACTORS, ATTORNEYS, CONSULTANTS, SUCCESSORS, HEIRS, AND ASSIGNS TO THE FULLEST EXTENT POSSIBLE (hereinafter referred to as “releases”) from all liability to the undersigned, the Organization, and their respective personal representatives, assigns, heirs and next of kin for any loss, damage, or claim therefor on account of injury to person (including but not limited to personal injury, accidents, illnesses, or death), or property of the undersigned and/or Organization, whether caused by any negligent act or omission of the releases or otherwise while the undersigned and/or Organization is entering and/or using the Property in connection with any event or activity.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the releases from all liability, claims, demands, causes of action, charges, damages, injuries, fees including attorney fees, costs and expense resulting from involvement in any activity or event whether caused by any negligent act or omission of the releases or otherwise.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE while upon the Property or participating in any activity or event whether caused by any negligent act or omission of releases or otherwise. The undersigned expressly agrees that the foregoing Assumption of Risk, Liability Waiver, and Release Agreement ("Agreement") are intended to be as broad and inclusive as permitted by California law. I acknowledge that I have read the foregoing and that I am aware of the legal consequences of this Agreement including that it prevents me/us from suing the City, Cupertino Unified School District, County of Santa Clara and their respective employees, former employees, agents, officers, or volunteers if I/we am/are injured or damaged for any reason as a result of participation in any activity or event.

Severability: The undersigned further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and if any provision, or any part of any provision, of this Agreement is for any reason held by a Court of competent jurisdiction to be invalid, unenforceable, or contrary to public policy, law, statute, or regulation, then the remaining provisions not so declared shall, nevertheless continue in full force and effect, without being impaired in any manner whatsoever.

Governing Law: The Agreement shall be governed by the laws of the State of California.

Entire Agreement: This Agreement contains the entire agreement between the parties relating to the rights and obligations contained herein, and any representations, negotiations, or agreements among the parties are merged into this Agreement. No subsequent modification or amendment between or among the parties shall be effective unless in writing signed by all parties to this Agreement who may be affected by such subsequent modification or amendment hereto.

Authority to Execute: The undersigned certifies that he or she has read the Permit and Agreement in its entirety, and understands, agrees to, and will perform each and every one of its provisions and conditions. An individual who signs the Agreement on behalf of the Organization represents that he or she is duly authorized to sign on behalf of the Organization and to bind such entity fully to each and all of the obligations set forth in this Agreement.

IMPORTANT: THIS DOCUMENT RELIEVES THE CITY OF CUPERTINO, THE CUPERTINO UNIFIED SCHOOL DISTRICT, COUNTY OF SANTA CLARA, AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE.

I HAVE READ THIS ASSUMPTION OF RISK, LIABILITY WAIVER, AND RELEASE 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 PERMIT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Organization: De Anza Youth Soccer

Contact Name: Art Zimmermann Title: VP (Enterim President)

Address: 1293 Glen Haven Drive City: San Jose St: CA Zip: 95129

Email Address: coachzim@sbcglobal.net Phone Number: 408-307-5489

Signature: Art Zimmermann Date: May 24, 2019