**ACCIDENT WAIVER & RELEASE OF LIABILITY**

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES
ASSOCIATED WITH CITYHOOPS LEAGUE, CITYHOOPS GROUP, AMADOR FAJARDO, DENNIS AGONCILLO, SLAM ACADEMY, INC. basketball court rentals, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.
I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to,
liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: CITYHOOPS LEAGUE, CITYHOOPS GROUP, AMADOR “DINDO” FAJARDO, DENNIS AGONICLLO, City of Hayward (HARD), Edendale Middle School, EL Rancho Verde Gym, Matt Jimenez Community Center (MJCC), all venues where Cityhoops League are held, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons
mentioned in this paragraph from any and all liabilities or claims made as a result of participation in
this activity, whether caused by the negligence of release or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury,
accident, and/or illness during this activity. It is distinctly understood and agreed that the applicant and participating members of the group, assumes all risks for loss, damage, liability, injury, cost or expense that may arise during or be caused in any way by such use or occupancy of the facilities of City of Hayward (HARD), Edendale Middle School, EL Rancho Verde Gym, Matt Jimenez Community Center (MJCC) all venues where Cityhoops League are held; the applicant further agrees that in consideration of being permitted to use the facilities, he/she, will save and not hold the said City of Hayward (HARD), Edendale Middle School, EL Rancho Verde Gym, Matt Jimenez Community Center (MJCC) all venues where Cityhoops League are held, CITYHOOPS LEAGUE, CITYHOOPS GROUP, AMADOR FAJARDO, DENNIS AGONCILLO, and/or their employees from any loss, claims, and liability or damages, and/or injuries to persons and property that in any way may be caused by applicant's use or occupancy.

I, the undersigned, hereby certify that I will be personally responsible on behalf of the applicant and the applicants’ group, of any damage/loss sustained by the grounds, building, furniture, or equipment or unusual clean up occurring through the occupancy of said facilities. I also certify that I agree to the attached accident waiver/release a liability and video release form. By signing this agreement, I have read the above terms and agree to its terms on behalf of myself and all members of my participating group. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**COVID-19 Waiver**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate at CityHoops League/Group (Amador “Dindo” Fajardo and Dennis Agoncillo) event at City of Hayward (HARD), Edendale Middle School, EL Rancho Verde Gym, Matt Jimenez Community Center (MJCC) all venues where Cityhoops League are held. facilities and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others and assume full responsibility for my participation; and I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS (insert name of sports organization) their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ AND UNDERSTAND THIS WAIVER, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY** **SIGNING IT, AND HAVE DONE SO FREELY AND VOLUNTARILY WITHOUT ANY ASSURANCE OR GUARANTEE BEING** **MADE TO ME AND I INTEND THIS WAIVER TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO** **THE GREATEST EXTENT ALLOWED BY LAW.**

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DL#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  DATE: \_\_\_\_\_\_\_\_\_\_

(I certify that all of the statements made in this application are true, complete, and correct to the best of my knowledge and belief and are in good faith. I understand that a false or dishonest answer to any question in this application may be grounds to disqualify eligibility to participate in any CityHoops Basketball League activities.)