

Release and Waiver of Liability Agreement and Use of Photo
For Participation in an Adaptive Sport Event, Activity, Clinic or Program July 1, 2023-June 30, 2024

This form is for participants/volunteers. EACH participant must complete a separate form. If participant is a minor, a parent, guardian or caregiver with authority to sign, must sign this form. Volunteers must be 18 years or older.

Participant Name: _____ Date of Birth: _____

Participant Address: _____
Number Street City State Zip

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Emergency Contact: _____
Name Phone Number Relationship

Participant Email: _____ Disability: _____

AGREEMENT, WAIVER AND RELEASE

DAC PROGRAMS AND SERVICES ARE NOT INTENDED OR IMPLIED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. ALL PROGRAMS ARE RECREATIONAL IN NATURE. BEFORE BEGINNING ANY PROGRAM PARTICIPANTS ARE ADVISED TO GET MEDICAL CLEARANCE FROM THEIR PHYSICIAN OR SPECIALIST.

1. I agree to observe and obey all rules and warnings, and further agree to follow any oral instruction or directions provided by Desert Ability Center (DAC) staff, volunteers and coaches.
2. I recognize that there are inherent risks associated and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge DAC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities contracted for this event, whether caused by the fault of myself, my family, DAC, or other third parties.
3. I agree to indemnify and defend DAC against all claims, causes of action, damages, judgments, costs of expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence at the event.
4. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and /or statutory provision.
5. I agree to pay for all damages to facilities or equipment of DAC caused by my or my family's negligent, reckless, or willful action.

In consideration for being permitted to participate in the event/class and/or use DAC adaptive equipment I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless DAC and their employees from any and all claims, demands actions or suits arising out of or in connection with my participation in the event/class. I have carefully read this release, hold harmless and agreement not to sue and fully understand its contents. I am aware that it is a full release of all liability and sign it of my own free will.

CONSENT TO USE NAME OR LIKENESS

I hereby consent to Desert Ability Center (DAC) the right to use my name, voice, signature, photograph, or likeness for any lawful purpose including that encompassed by California Civil Code § 3344. I understand that DAC may, at its discretion, photograph me and/or make recordings of my voice, and/or reproduce my physical likeness as it may appear in any still camera photograph, motion picture film or video tape and/or recordings of my voice prepared or made while participating in DAC's or and any motion picture film or video tape regarding such recreational program or as promotional material for DAC. My name, voice, signature, photograph, or likeness may be used or incorporated for an unlimited period of time. I further understand and acknowledge that I have no right to any compensation for the use of my name, voice, signature, photograph, or likeness.

Signature

Check here if signing for a minor and indicate relationship

Date

Desert Ability Center does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), marital status, sexual orientation, or military status, in any of its activities or operations. (rev 7/10/23)