

Release Agreement — California

Notice: *If you have a defined group of persons who might be exposed to the harm (for example, participants in an athletic event on Authority property), a release agreement should be prepared. Generally, a release agreement should be set in type larger and bolder than the other parts of the form that contains the release, such that the larger and bolder type makes it more conspicuous and compels notice of the release to the reader. The release must be easily readable by persons of ordinary vision, so the release should not be smaller than 10 point type. The language must be clear and explicit and not so lengthy and convoluted as to be incomprehensible to the average reader.*

The below language was adapted from a California Supreme Court case which cited this release language with approval. However, note that the release might still be avoided by a plaintiff if the injury occurs in an unforeseeable way, not typical or common to the activity. The release might still be avoided by a plaintiff if they can show gross negligence, recklessness, intentional torts, or illegal activity was conducted by the Authority.

Where it is anticipated that children under age 18 will be participants in events, a parent of the child should sign a release form which expressly gives parental permission for the child to participate in the event.

A standard release might read as follows:

In consideration of the acceptance of my application for entry into the above event, I hereby waive, release, and discharge any and all claims for damages which may occur, **including but not limited to death, personal injury, or property damage** which I may have or which hereafter accrue to me, against **Authority** as a result of my participation in the event. This release is intended to discharge **Authority**, its officers, officials, employees, and volunteers, and any other involved municipalities or public agencies from and against any and all liability arising out of, or connected in any way with, my participation in the event, even though that liability may arise out of the negligence or carelessness on the part of persons or authorities mentioned above. I further understand that accidents and injuries can arise out of the event. Knowing the risks, nevertheless, I hereby agree to assume those risks and to release and to hold harmless all of the persons or agencies mentioned above who *(through negligence or carelessness)* might otherwise be liable to me *(or my heirs or assigns)* for damages. It is further understood and agreed that this waiver, release, and assumption of risk is to be binding on my heirs and assigns.

Print Participant Name

Print Parent or Guardian Name

Parent or Guardian Signature

Date