

**Newport Harbor High School Girls Softball Booster Club  
Consent to Participate, Assumption of Risk and Waiver of Liability**

Athlete's Name: \_\_\_\_\_ Athlete's Age: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Parent/Guardian's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

This consent to participate, assumption of risk and waiver of liability agreement ("Consent") is entered into between the undersigned Parent/Guardian and on behalf of the minor participant ("Participant"), on the one hand and Newport Harbor High School Girls Softball Booster Club, it's directors, officers, employees, volunteers, members, agents, contractors, sponsors, vendors, contracted entities and the school officials and the institution where the activities are held ("NHHS Softball Boosters"), on the other.

In consideration for the privilege of the Participant participating in NHHS Softball Boosters Activities ("Activities"), Participant and Parent/Guardian acknowledge and agree as follows:

1. **Fitness to Participate.** Participation in the Activities may involve physical contact, requires good health and fitness and can be hazardous or dangerous to Participant. Participant and Parent/Guardian assure, represent and warrant that the Participant is able and qualified to participate in Activities and if at any time the Participant and Parent/Guardian cannot assure the fitness of the Participant or determines the conditions to be unsafe to Participant, Participant will immediately discontinue further participation in the Activities. Participant and Parent/Guardian further assure, represent and warrant that the required NMUSD Activities Certificate, Health History Form and Code of Ethics — Parent and AB25 Concussion Disclosure have been properly filed with the Newport Harbor High School Athletic Department.
2. **Risk of Injury.** Participation in Activities exposes Participant to risks of potential bodily injury, including cuts, bruises, abrasions, broken bones, damaged organs, tissues and muscles, ligament damage, concussions, paralysis and death. Risks may arise out of physical contact with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play and other mishaps; exposure to adverse weather conditions; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of other participants, the condition of the facilities in which the Activities take place, and/or the negligent of NHHS Softball Boosters. Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to or not readily foreseeable at this time.
3. **Assumption of the Risk.** I consent to participation in the Activities and I fully accept and assume all such risks and all responsibility for all losses, costs and damages to Participant as a result of such participation.
4. **Waiver of Liability.** The undersigned hereby waives, releases, discharges, covenants not to sue and agrees to indemnify and save and hold harmless NHHS Softball Boosters from any and all liability, demands, losses, medical expenses, lost opportunities, damages and attorneys' fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution and indemnity, and/or claims of negligent rescue operations, first aid and emergency care, to the broadest extent permitted by California law, suffered by the Participant, Parent/Guardian, or incurred on Participant's account with respect to the Participant's personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from the Participant's participation in Activities, as caused or alleged to be caused in whole or in part by NHHS Softball Boosters or any of them and further agrees that if, despite this Consent, the Participant or any other person makes a claim on the Participant's behalf against NHHS Softball Boosters based upon or relating to any of the Activities, the undersigned will indemnify, save and hold harmless, NHHS Softball Boosters from any liability, litigation expenses, attorneys' fees, losses, damages or costs that may occur as a result of or related to such claim, whether asserted by the undersigned, the Participant, or another person.
5. **Governing Law, Venue and Arbitration.** The undersigned understands and agrees that this Consent is intended to be as broad and inclusive as permitted under California law. Any dispute, claim or controversy arising out of or relating to this Consent or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County California before one arbitrator, applying California law. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.
6. **Severability.** If any provision of this Consent is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this Consent had been executed with the invalid provision eliminated. I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND TO ENTER INTO THIS CONSENT FOR AND ON BEHALF OF THE PARTICIPANT.

I CERTIFY THAT THE PARTICIPANT IS UNDER 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS CONSENT AND ITS TERMS, AND THAT PRIOR TO SIGNING THIS CONSENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT IT, AND TO SEEK THE ADVICE OF MEDICAL AND LEGAL PROFESSIONALS. I AM AWARE, BY SIGNING THIS CONSENT, I ASSUME ALL RISKS AND WAIVE AND RELEASE THE VARIOUS SUBSTANTIAL RIGHTS AS SET OUT ABOVE, THAT I, THE PARTICIPANT, AND EACH OF OUR HEIRS, FAMILY, RELATIVES, GUARDIANS, CONSERVAOTRS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST NHHS Softball Boosters AS PROVIDE HEREIN.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_