

City of Rialto

Invites you to Attend



Bud Bender Park

L.A. Dodgers Baseball Clinic

& Community Garden Project

Saturday, Sept. 16, 2017

9:00 a.m. – 12:00 p.m.

300 N. Lilac Ave., Rialto



Put on your Dodger Blue

Meet Dodgers Alumni

**Community Garden
Project**

FREE Youth Baseball Clinic

Pre-Registration for the first 250 Applicants

214 N. Palm Ave., Rialto, CA

- ◆ Ages 7yrs-15yrs
- ◆ MUST have a signed waiver to participate
- ◆ Bring your own baseball glove

Deadline: September 12th

Community Services (909) 421-4949





RELEASE



PLEASE READ THIS RELEASE CAREFULLY BEFORE YOU SIGN IT. BY SIGNING THIS RELEASE YOU WILL BE WAIVING LEGAL RIGHTS.

Minor's Name: _____

Parent's or Legal Guardian's Name: _____

Address: _____

Telephone Number: _____

In consideration for allowing Minor to participate in the youth baseball clinic (the "**Clinic**") to be conducted at Bud Bender Park by The Los Angeles Dodgers Foundation, Inc. (the "**Foundation**") on September 16, 2017, I, as the parent and/or legal guardian of Minor, for myself and on behalf of Minor and his/her parents, guardians, heirs, executors, administrators, next of kin, successors, and assigns, all of whom shall be legally bound by this Release, hereby agree as follows:

1. Minor is under eighteen (18) years of age, and I am eighteen (18) years of age or older. I acknowledge that Minor is not required to participate in the Clinic and that his/her participation is voluntary and solely for his/her enjoyment. I understand that Minor can withdraw from the Clinic at any time. Neither Minor nor I will be compensated by the Foundation for Minor's participation in the Clinic. I, as the parent and/or legal guardian of Minor, shall notify the Foundation in writing, not less than forty-eight (48) hours prior to the date of the Clinic, of any reasonable accommodations, auxiliary aids, and/or services, as defined by the Americans with Disabilities Act, that Minor may require in order to participate in the Clinic. I hereby acknowledge that the failure to so notify the Foundation will be deemed a representation by Minor and me that no such accommodations, auxiliary aids, and/or services will be required by Minor in order to participate in the Clinic. We understand and acknowledge that baseball and softball are action sports and that natural and/or man-made conditions may exist on the surface of the baseball field and/or in connection with the games of baseball and softball which may present a significant risk of personal injury to Minor and/or damage to his/her property. We further understand and acknowledge that Minor's participation in the Clinic may require him/her to engage in strenuous and/or potentially dangerous activities. Neither Minor nor I are aware of any reason, medical or otherwise, why Minor should not participate in the Clinic, and **we are prepared to, and do, hereby accept any and all risks, whether known or unknown to Minor and/or me, of having Minor participate in the Clinic, including, without limitation, the risk of being hit by thrown bats or portions thereof and/or thrown and/or batted balls.**

2. **TO THE FULLEST EXTENT PERMITTED BY LAW, MINOR AND I AGREE TO INDEMNIFY, RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS, AND COVENANT NOT TO SUE, THE CITY OF RIALTO, THE LOS ANGELES DODGERS FOUNDATION, INC., LOS ANGELES DODGERS LLC,** and their volunteers, respective owners, stockholders, members, directors, officers, employees, agents, representatives, contractors, affiliated entities, heirs, successors, and assigns, and each and every person acting by, through, under, or in concert with them, or any of them (hereinafter individually and collectively referred to as the "**Indemnified Parties**"), of and from all manner of action or actions, cause or causes of action, at law or in equity, suits, claims, demands, damages, liability, costs, attorney fees, or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter referred to as "**Claims**") that Minor and/or I may have or hereafter have against the Indemnified Parties by reason of any injuries that Minor may sustain, whether to his/her person and/or property, as a result of or incident to the Indemnified Parties' negligence (whether active or passive, but not including gross negligence or willful misconduct), Minor's participation in the Clinic, and/or any and all risks assumed by Minor and/or me hereunder.

3. WE ACKNOWLEDGE THAT WE HAVE READ AND UNDERSTOOD THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

BEING AWARE OF SAID CODE SECTION, MINOR AND I HEREBY EXPRESSLY WAIVE ANY RIGHTS WE MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

Initials of Parent/Legal Guardian: _____

4. I agree that if Minor and/or I, or anyone acting on our behalf, commences, joins in, or in any way seeks relief through any action or proceeding arising out of, based upon, or relating to any of the Claims released hereunder, or in any way asserts against the Indemnified Parties any of the Claims released hereunder, then we will pay to the Indemnified Parties, in addition to any other damages caused to the Indemnified Parties thereby, all attorney fees incurred by the Indemnified Parties in defending or otherwise responding to said action, proceeding, and/or Claims.

5. Minor and I hereby authorize and grant the right to the Foundation and/or anyone authorized by or acting on behalf of the Foundation to use, reproduce, publish, and/or depict Minor's name, voice, photograph, and/or likeness, in any manner that the Foundation deem necessary or appropriate, in all media, worldwide, in perpetuity, in and in connection with the production, distribution, marketing, promotion, advertisement, packaging, sale, publication, exhibition, and/or exploitation of the Clinic and/or the Foundation, including, without limitation, in any and all print advertisements, broadcasts, telecasts, and/or retransmissions of or regarding the Clinic and/or the Foundation. **I acknowledge and agree, on behalf of Minor and myself, that this authorization is intended to satisfy any and all of the consent requirements of California Civil Code sections 3344 and 3344.1, and we hereby waive and release any and all Claims that Minor and/or I may have or hereafter have against the Indemnified Parties under those statutes or any other statutes or common law principles of similar effect.**

6. **WE UNDERSTAND THAT BY SIGNING THIS RELEASE WE ARE GIVING UP MINOR'S AND MY LEGAL RIGHT TO SUE THE INDEMNIFIED PARTIES AND/OR TO SEEK COMPENSATION FROM THE INDEMNIFIED PARTIES FOR ANY INJURIES OR DAMAGES THAT MINOR AND/OR I MAY INCUR AS A RESULT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE INDEMNIFIED PARTIES, MINOR'S PARTICIPATION IN THE CLINIC, AND/OR ANY AND ALL RISKS ASSUMED BY MINOR AND/OR ME HEREUNDER.**

7. This Release shall be governed by and construed in accordance with the laws of the State of California.

I HAVE READ THIS RELEASE AND AGREE TO ALL OF ITS TERMS.

Date: _____ By: _____
Signature of Parent or Legal Guardian

Name: _____
Printed Name of Parent or Legal Guardian

DECLARATION

I, _____, declare under penalty of perjury under the laws of the State of California that I am the parent or legal guardian of Minor and that I am duly authorized to execute this Release on his/her behalf. I further declare that I shall indemnify, defend, and hold harmless the Indemnified Parties from and against any and all Claims whatsoever, including, without limitation, attorney fees and costs, resulting from, incident to, or arising out of Minor's participation in the Clinic, any and all risks assumed by Minor and me above, and/or the breach of any promises, covenants, and/or representations made by me herein and/or in the above Release.

Date: _____ By: _____
Signature of Parent or Legal Guardian

Name: _____
Printed Name of Parent or Legal Guardian