

AMERICAN RIVER WATER POLO CLUB

PARTICIPANT ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Participant Information

Participant Name _____	Date of Birth _____
Parent/Legal Guardian Name (if Participant is under 18) _____	

1. Club Activities

I understand that participation in American River Water Polo Club ("ARWPC" or the "Club") programs may include, but is not limited to, water polo practices, games, scrimmages, tournaments, camps, clinics, private or group lessons, swimming instruction, conditioning, strength and mobility activities, dryland training, team activities, and other aquatic or athletic activities sponsored, organized, coordinated, or supervised by the Club ("Club Activities").

Club Activities may take place at facilities owned or operated by ARWPC or by third parties, including schools, colleges, public agencies, private facilities, swimming pools, and other locations.

2. Acknowledgment of Risks

I understand and acknowledge that participation in water polo, swimming, athletic training, and related activities involves **inherent and other risks of injury**.

These risks may include, but are not limited to:

- Drowning or near-drowning;
- Collision or physical contact with other participants;
- Being struck by a ball, goal, lane line, equipment, pool wall, or other object;
- Slips, trips, and falls on wet or uneven surfaces;
- Injuries resulting from swimming, diving, jumping, treading water, wrestling for position, or physical contact;
- Concussions and other head injuries;
- Neck, back, or spinal injuries;
- Broken bones, sprains, strains, cuts, bruises, and other orthopedic injuries;
- Dental, facial, or eye injuries;
- Muscle fatigue, overexertion, dehydration, cramping, or loss of consciousness;
- Exposure to heat, cold, sunlight, pool chemicals, bacteria, viruses, or communicable illnesses;
- Equipment malfunction or failure;
- Unsafe or unexpected actions of other participants;
- Conditions of pools, locker rooms, decks, athletic facilities, or other premises;

- Emergency medical events;
- Transportation or travel associated with Club Activities; and
- Other risks that may result in **serious injury, permanent disability, paralysis, or death.**

I understand that this list cannot describe every possible risk associated with participation.

3. Voluntary Participation and Assumption of Risk

I voluntarily choose to participate, or allow my minor child to participate, in Club Activities.

I understand the nature of the activities and knowingly and voluntarily **assume the inherent risks and other risks associated with participation**, whether those risks are known or unknown, foreseeable or unforeseeable, except to the extent that a risk or liability cannot legally be assumed or waived under applicable law.

I agree that the Participant will follow reasonable safety instructions, facility rules, and directions provided by coaches, staff members, officials, lifeguards, and facility personnel.

I agree to promptly inform appropriate Club personnel of any condition, injury, limitation, or circumstance that may affect the Participant's ability to safely participate.

4. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY CALIFORNIA LAW, I, on behalf of myself and, when applicable, my minor child, hereby release, waive, and discharge:

American River Water Polo Club, together with its directors, officers, coaches, assistant coaches, employees, contractors, volunteers, representatives, agents, event organizers, and affiliated personnel, as well as the owners and operators of facilities used for Club Activities and their respective representatives (collectively, the **"Released Parties"**),

from claims, demands, causes of action, damages, losses, or liabilities arising out of or related to participation in Club Activities, **INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY**, to the fullest extent such claims may legally be released.

This release includes claims involving personal injury, bodily injury, property damage, medical expenses, disability, or death arising out of participation in or presence at Club Activities.

THIS AGREEMENT IS NOT INTENDED TO RELEASE OR WAIVE LIABILITY FOR GROSS NEGLIGENCE, RECKLESS OR WILLFUL MISCONDUCT, INTENTIONAL MISCONDUCT, OR ANY OTHER LIABILITY THAT CANNOT LAWFULLY BE RELEASED UNDER CALIFORNIA LAW.

5. Medical Treatment and Emergency Authorization

In the event of an injury, illness, or medical emergency, I authorize ARWPC coaches, staff members, volunteers, facility personnel, or other responsible persons to obtain or arrange reasonable emergency medical assistance for the Participant when I am unable to do so.

This may include contacting emergency medical services, providing first aid or CPR, use of an automated external defibrillator (AED), ambulance transportation, evaluation by medical professionals, or other emergency treatment reasonably considered necessary under the circumstances.

I understand that ARWPC does not guarantee the availability or outcome of medical treatment.

I accept financial responsibility for medical treatment, emergency transportation, or other healthcare expenses incurred on behalf of the Participant to the extent not otherwise covered by insurance or another responsible party.

6. Participant Conduct

I understand that water polo and other Club Activities require participants to behave responsibly and follow instructions intended to protect themselves and others.

The Participant agrees not to intentionally engage in conduct that creates an unreasonable risk of injury to another person and agrees to follow applicable Club, facility, tournament, and competition rules.

I understand that ARWPC may restrict or terminate participation when Club personnel reasonably determine that a Participant's conduct presents a safety concern or materially interferes with Club Activities.

7. Responsibility for Participant's Conduct

To the fullest extent permitted by law, I agree to be responsible for claims, damages, or expenses resulting from the Participant's own intentional misconduct or negligent actions that cause injury or property damage to another person.

Nothing in this section requires the Participant or parent/legal guardian to indemnify a Released Party for gross negligence, reckless or willful misconduct, intentional misconduct, or other liability that cannot lawfully be shifted to the Participant.

8. Personal Property

I understand that ARWPC is not responsible for personal property that is lost, stolen, or damaged during Club Activities except to the extent responsibility may be imposed by applicable law.

Participants are responsible for securing their own clothing, electronics, athletic equipment, valuables, and other personal belongings.

9. Transportation and Travel

I understand that some Club Activities may involve travel to or from practices, games, tournaments, clinics, or other events.

Unless ARWPC expressly agrees otherwise, transportation to and from Club Activities is the responsibility of the Participant and/or the Participant's parent or legal guardian.

If transportation is provided or coordinated in connection with a Club Activity, I understand that motor vehicle travel involves risks including traffic accidents and serious injury.

10. Insurance

I understand that participation in Club Activities may result in medical expenses and that I am responsible for determining whether the Participant has appropriate health, accident, or other insurance coverage.

I understand that signing this Agreement does not guarantee that ARWPC or any other Released Party maintains insurance covering injuries sustained by the Participant.

11. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, I intend that the remaining provisions continue in full force and effect to the fullest extent permitted by law.

Any provision found overly broad shall be interpreted or limited to the minimum extent necessary to make it enforceable where permitted by law.

12. Governing Law

This Agreement shall be interpreted under the laws of the **State of California**.

To the extent permitted by law, any legal action arising from this Agreement or participation in Club Activities shall be brought in an appropriate court in **Sacramento County, California**.

13. Duration of Agreement

Unless otherwise stated by ARWPC, this Agreement applies to Club Activities in which the Participant participates during the registration period, season, program, or membership period for which this Agreement is accepted.

A new Agreement may be required for future registration periods or programs.

ACKNOWLEDGMENT AND AGREEMENT

I CERTIFY THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.

I understand that this Agreement includes an **assumption of risk and a release and waiver of certain legal claims, including certain claims based upon ordinary negligence**.

I understand that I am giving up substantial legal rights by signing this Agreement.

I acknowledge that I am signing this Agreement voluntarily and without coercion and that I have had the opportunity to ask questions before signing.

If Participant Is 18 Years of Age or Older

Participant Name

Date

Participant Signature

If Participant Is Under 18 Years of Age

I certify that I am the Participant's parent or legal guardian and have legal authority to enter into this Agreement on behalf of the Participant.

I have read and understand this Agreement and knowingly consent to the Participant's participation in Club Activities. I agree to the assumption of risk, release, waiver, medical authorization, and other provisions stated above on behalf of myself and, to the extent permitted by law, on behalf of the minor Participant.

Participant Name	Date
Parent/Legal Guardian Name	
Parent/Legal Guardian Signature	
Emergency Contact Name	Emergency Contact Phone

Electronic Acceptance

If this Agreement is completed electronically, typing a name, checking an acceptance field, clicking an acceptance button, or otherwise electronically signing the Agreement is intended to indicate agreement to the terms above in the same manner as a handwritten signature.