FISH GAME >

Escondido Fish and Game Association

P. O. Box 460506 Escondido, CA 92046 www.escondidofishandgame.com

<u>www.cscondidorishandgame.com</u>
Parent Permission Slip
Event:
Event Date:
Authorization:
My child or ward has my permission to participate in the event described above. I understand that parents and guardians provide all their child/ward's transportation and that they are welcome to attend events as prearranged with and approved by the event leader. I also understand that in consideration for the Escondido Fish and Game Association's (the "Association") permission for my child/ward to participate in the above event, I must agree to th Association's Assumption of Risk, Release and Indemnification Agreement on behalf of my child/ward, which is printed on the back of this form. I personally must also agree to the Assumption of Risk, Release and Indemnification Agreement as a pre-condition to my attending the event described above.
In case of an emergency, the event leader or a responsible adult designated by me has my permission to obtain medical, dental, or surgical diagnosis and treatment and hospital care for my child/ward which is deemed advisable by and to be rendered by a licensed physician or surgeon at my expense. This authorization will remain in effect for the duration of the event, including the time of transportation to and from the event held at the Escondido Fish and Game Association.
Print name of child/ward:
Print name of responsible adult:
Print name of parent or guardian:
Signature of parent or guradian:
Date:
Medical Conditions and Medications
I understand that I shall verbally, as well as in writing below, notify the event leader (and other person(s) in charge) of any serious medical condition that my child or ward may currently have
Current Medical Condition(s):
Current Medication being taken: (Continue on separate page if necessary)
Emergency Contacts:
During this event, I can be reached at the following phone number(s) and will accept collect calls:
) ()

Medical Insurance Information:

ESCONDIDO FISH AND GAME ASSOCIATION, INC. ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT LIMITS THE LIABILITY OF THE ESCONDIDO FISH AND GAME ASSOCIATION, INC. (THE "ASSOCIATION") AND THE CITY OF ESCONDIDO (THE "CITY). PLEASE READ IT CAREFULLY.

In consideration for permission to enter and/or use the ASSOCIATION's property, buildings and ranges, located at 16525 Guejito Road, Escondido, California 92027 (the "Property"), the undersigned ("RELEASOR") agrees to the following:

- 1. RELEASOR acknowledges that the ASSOCATION leases the Property from the CITY. RELEASOR further acknowledges that the Property contains improvements that include buildings, a pistol range, a rifle range, a trap range and an archery range. The Property is in a rural area and the ranges are outdoors. The Property may contain hazards, such as gopher holes, uneven ground, rocks, vegetation, debris from shooting activities (i.e., shell casings, spent shot, clay target debris, etc.), and even occasionally, wildlife. RELEASOR agrees that the ASSOCIATION and the CITY do not warrant that the Property, or any part of it, is free from hazards, and have not agreed to protect RELEASOR from hazards or potential hazards. RELEASOR assumes all risks of RELEASOR's visit to and use of the Property, including, but not limited to, the risk of physical injury, emotional injury, property damage, property loss, and death.
- 2. RELEASOR also assumes all risks associated with any activities RELEASOR may participate in, or observe at the Property, including, but not limited to, risks inherent in shooting firearms and bows and arrows. RELEASOR acknowledges that participating in or observing such activities can be potentially hazardous, including the risk of serious bodily injury, emotional injury, property damage, property loss, or death.
- 3. RELEASOR releases the ASSOCIATION (its Board of Directors, officers, committee members, members, consultants, advisors, employees and agents as the same may be constituted now and from time to time in the future) and the CITY (its elected officials at every level, employees, committee members, consultants, advisors, and agents as the same may be constituted from time to time) from any and all liability for death, physical injury, emotional injury, property damage or property loss arising out of or related to RELEASOR's use of, or visits to the Property, even if caused or contributed to by the negligence or gross negligence of the ASSOCIATION and/or the CITY. RELEASOR understands and agrees that the scope of this release is intended to be as broad and all-encompassing as allowed under California law.
- 4. RELEASOR agrees to defend and indemnify the ASSOCIATION (its Board of Directors, officers, representatives, committee members, members, consultants, advisors, employees and agents as the same may be constituted now and from time to time in the future) and the CITY (its elected officials at every level, representatives, employees, committee members, consultants, advisors, and agents as the same may be constituted from time to time) from any and all causes of action, claims, liability, damages, attorney's fees, costs, and expenses brought against or incurred by the ASSOCIATION and/or the CITY, related to or arising out of RELEASOR's visit to or use of the Property, even if such cause of action, claim, liability, damage, attorney's fees, costs, or expenses arises from, or is caused or contributed to by the negligence or gross negligence of the ASSOCIATION and/or the CITY.
- 5. This Agreement shall apply to all of RELEASOR's use of and visits to the Property after RELEASOR's execution of this Agreement, or in the case of a minor, after RELEASOR's parent or guardian executes the Agreement, unless it is expressly superseded by a later written Agreement required by the ASSOCIATION.
- 6. This Agreement shall be interpreted and enforced under California law. Any litigation concerning the interpretation or enforcement of this Agreement shall be brought in the San Diego County Superior Court. The prevailing party in any such litigation shall recover his, her, or its reasonable attorney's fees and costs, in addition to any other remedies available under law or equity.
- 7. If any provision of this Agreement is determined to be unenforceable by a Court of competent jurisdiction, that provision shall be deemed severed from the Agreement, and the remaining terms shall continue in full force and effect.
- 8. RELEASOR acknowledges that this Agreement is the complete agreement between RELEASOR, the ASSOCIATION and the CITY concerning the subject matter of the Agreement. RELEASOR is not relying on any prior oral or written representations or agreements with the ASSOCIATION or the CITY regarding RELEASOR's assumptions of risk, release of liability, or indemnity obligations concerning RELEASOR's use of or visits to the Property.
- 9. If RELEASOR is a minor, or is otherwise under the supervision of a custodian or guardian, the RELEASOR's parent or duly authorized custodian or guardian shall sign this Agreement on RELEASOR's behalf.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS

Date:			
	(RELEASOR'S SIGNATURE)	(PRINT NAME)	
Date:			
	(PRINT MINOR'S NAME)	(PARENT/GUARDIAN SIGNATURE)	(PRINT PARENT OR GUARDIAN NAME)