



### **Agreement, Release and Waiver of Liability**

In consideration of the acceptance of my application to participate in West Valley Senior Games, I hereby, for myself, my heirs, executors, administrators, and assigns do hereby release, waive, and/or forever discharge any and all rights, claims, and causes of action for damages that may be suffered by me as the result of my preparation for and/or participation in Arizona Senior Olympics.

I recognize and voluntarily accept all risks associated with my participation in the event, no matter how remote or unlikely. I realize that my activity may well include serious bodily injury, catastrophic spinal injury (including total or partial paralysis), permanent impairment, brain damage, and even death. I recognize that these injuries may be sustained by me from falling, tripping, being pushed, running, striking or being struck by a spectator, another participant, a vehicle, equipment used in the event, and the like.

As an adult, I take full responsibility for my participation in this event and for the level at which I choose to participate. I have no impairment, physical or mental, that should preclude my participating in this event at the level that I choose. I am physically fit and capable of participating in this event at the level I choose. I understand that I can remove myself from participating in this event at any time I choose to do so.

I do not expect Luke West Valley Recreation Committee, partnering cities, its agents, volunteers, officers, employees, any partner cities or sponsors to coach, manage, instruct or train me for this event. I recognize that it is my personal responsibility to learn, prepare, understand and obey the rules for this activity or event.

Prior to participating as an athlete I will inspect the facilities and equipment to be used and if I believe same to be unsafe, I will immediately report such condition(s) to the Registration Coordinator connected with the Games of same and either decline to participate or assume the risk of participating.

The undersigned expressly agrees that the foregoing Waiver and Release of all claims is intended to be as broad and inclusive as is permitted by the laws of Arizona and that if any portion thereof is held invalid it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

I assume all of the above risks and release, waive, discharge, hold harmless indemnify and covenant not to sue Luke West Valley Recreation Committee, it's Board, employees, volunteers, coaches, trainers, officials, partner cities and sponsors, or others affiliated with the Games.

Further, I grant full permission to use my photograph, picture, likeness and/or voice to appear in any official documentary, promotional (including any and all advertisements), television, and radio or film coverage of the Games without compensation.

I consent to all emergency medical treatment as may be deemed appropriate under existing circumstances by medical personnel or personnel associated with the Games.

I, the undersigned, have carefully read and voluntarily signed this hold-harmless Waiver and Release of all claims and fully understand its contents and meaning as full waiver and release of all claims, liability and indemnity for West Valley Senior Games, The City of Avondale (a municipal corporation), its agents, volunteers, officers, employees, and any partner cities and sponsors.

The undersigned, on his/her own behalf and on behalf of his/her executors, administrators, heirs, successors and assigns, hereby waives, releases and forever discharges and further agrees to indemnify, hold harmless and defend Robson Communities, Inc., First American Title Insurance Company, a California corporation, as Trustee of its Trust No. 7854, Trust No. 7854 itself, Pebblecreek Properties Limited Partnership, PebbleCreek Development Company, Pebblecreek Golf Resort Homeowners Association No. 1, Inc., PebbleCreek Construction Company and their affiliates and all of their respective owners, directors, officers, members, managers, partners, employees, agents, trusts or representatives (collectively the "PebbleCreek Released Parties") for, from and against any and all actions, claims, demands, liabilities and suits relating to the use of the facilities, conveniences or equipment or any other amenities in PebbleCreek (the "PebbleCreek Facilities") by the undersigned or otherwise relating to or arising out of the undersigned's participation in the Games including without limitation those resulting from the active or passive negligence of any of the PebbleCreek Released Parties, except that the undersigned does not release and shall not be obligated to indemnify or hold harmless a PebbleCreek Released Party from such PebbleCreek Released Party's sole gross negligence or willful misconduct. The undersigned understands and agrees that all use of the PebbleCreek Facilities shall be undertaken by the undersigned at the undersigned's sole risk, and none of the PebbleCreek Released Parties shall be responsible or liable for any damage, harm or injuries of any kind, nature or description to or by the undersigned or be subject to any action, claim, demand or suit whatsoever for injury or damages caused or suffered by the undersigned, including without limitation those resulting from the active or passive negligence of any of the PebbleCreek Released Parties, except that the undersigned does not release and shall not be obligated to indemnify or hold harmless a PebbleCreek Released Party from such PebbleCreek Released Party's sole gross negligence or willful misconduct.

The undersigned warrants and represents that no promise or representation of any kind has been expressed or implied by the parties released herein or by anyone acting for them, except as is expressly stated herein. The undersigned represents that he/she is over the age of 18 and is legally competent to execute this Agreement, Release and Waiver. This Agreement, Release and Waiver shall be construed according to its fair meaning and neither for nor against any party hereto irrespective of which party caused the same to be drafted.

**\*\* I have read the Waiver of Liability and I agree to its terms**

**Participants Signature**

**Payment Information** (Entries will not be accepted without payment)

I am paying by check

I am paying by **Credit Card**:  Visa  Master Card

**Credit Card No.:**

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Expiration Date: \_\_\_/\_\_\_ 3 digit Code on back of card \_\_\_\_\_

Name as it appears on you credit card: \_\_\_\_\_

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

Signature: \_\_\_\_\_

You will be charged by the City of Avondale Services

**For Office Use Only:**

\_\_\_\_\_

Name on check

\_\_\_\_\_

Signed by

Amount of check: \$ \_\_\_\_\_

CK#: \_\_\_\_\_

Bank# \_\_\_\_\_

Date Rec'd \_\_\_\_\_

Send payment and registration form to:  
 City of Avondale  
 ATTN: Ruth Espinoza  
 11465 W. Civic Center Dr.  
 Avondale, AZ 85323