



**CITY OF ELK GROVE  
LIABILITY RELEASE AND WAIVER**

1. This Release and Waiver of Claims (hereafter, “Waiver”) is entered into by \_\_\_\_\_ (hereafter, “Participant”). (If Participant is under 18 years of age, Waiver must be signed by parent or guardian. See below).
  
2. The City of Elk Grove (“City”) and WarriorZ Health & Fitness, LLC (“WarriorZ”) are hosting “The Elk Grove Gauntlet Fitness Challenge” at Elk Grove’s Fitfest. WarriorZ will be coordinating and hosting the fitness challenge on behalf of the City of Elk Grove at Elk Grove Regional Park (“Venue”), to be held on April 24, 2021 (“Event”). Participant’s participation in the Event is voluntary and Participant agrees to the terms set forth herein.
  
3. Participant acknowledges and agrees that they:
  - a. Understand the significant risks involved in all aspects of a fitness challenge, including, but not limited to, falls which can result in serious injury or death; injury or death due to improper use or failure of equipment; strains or sprains.
  - b. Will not enter and participate unless medically able and properly trained.
  - c. Agree to abide by any decision of an event official relative to any aspect of participation in this event, including the right of any official to deny or suspend participation for any reason whatsoever.
  - d. Assume all risks associated with participating in this event, including but not limited to: falls, contact with other participants, the effects of the weather, including high heat and/or humidity, traffic and the conditions of the grounds.
  
4. Participant acknowledges and agrees that they:
  - a. Have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough, or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
  - b. Have not tested positive for COVID-19 within the last 14 days.
  - c. Have not been knowingly exposed to someone who is COVID-19 positive within the last 14 days.
  
5. Without limiting any other provision of this Waiver, by executing this Waiver, Participant acknowledges and understands that while attending the Venue and participating in the Event, Participant may be exposed to the virus(es) that cause Coronavirus Disease 2019 (“COVID-19”) and the risks thereof. Participant hereby expressly waives and releases the City, WarriorZ, and any and all of their employees, officers, officials, agents, contractors, and authorized Participants, and anyone working on their behalf, from any and all claims, causes of action, damages, costs, and expenses (including, but not limited to, attorney’s fees), and charges of whatsoever nature, whether known or unknown, suspected or unsuspected, foreseen, or unforeseen, fixed or contingent, that Participant may have against the City and/or WarriorZ that may in any way be related or caused by Participant’s attendance and participation in the Event.
  
6. By executing this Waiver, Participant understands and acknowledges that he/she expressly is waiving any and all rights he/she may have under California Civil Code section 1542. That code section provides:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**



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In that connection, Participant realizes and acknowledges that Participant expressly waives and releases the City, WarriorZ, and any and all of their employees, officers, officials, agents, and contractors, from any liability for claims that are now unknown, unsuspected, or unforeseen.

7. By executing this waiver, Participant expressly acknowledges that he/she has read this Waiver and understands all terms and conditions contained in it. Participant further expressly acknowledges and agrees that he/she has not received any promise or inducement to enter into this Waiver, and that this Waiver is entered into freely, voluntarily and without undue influence or duress.

8. This Release and Waiver shall be deemed to be made in, governed by, and construed in accordance with the laws of the State of California. Any legal action arising out of this Waiver shall be filed in and adjudicated by a court of competent jurisdiction in the County of Sacramento, State of California.

9. Participant agrees and acknowledges that Participant has had a full and fair opportunity to review the provisions of this Release and Waiver and to have such provisions reviewed by legal counsel. Any ambiguities in construing or interpreting this Release and Waiver shall not be resolved against the drafting party.

10. The invalidity, illegality or unenforceability, of any provision of this Release and Waiver shall not render the other provisions invalid, illegal or unenforceable.

11. This instrument constitutes the entire agreement concerning the subject matter hereof and supersedes any and all prior oral and written communications regarding the subject matter hereof.

12. By signing below, I acknowledge and represent that **I HAVE READ THIS AGREEMENT CAREFULLY, I FULLY UNDERSTAND ITS CONTENTS AND I VOLUNTARILY AGREE TO ITS TERMS.** No oral representations, statements or inducements, apart from this written agreement, have been made. If any portion of this agreement is declared invalid by a court, the remainder shall continue in full force and effect

This Release and Waiver is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 at Elk Grove, California.

**IF 18 YEARS OF AGE OR OLDER:**

I declare under the penalty of perjury of the laws of the State of California that I am eighteen (18) years of age or older and am fully competent to sign this agreement.

Print Name of Participant: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_



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**IF UNDER 18 YEARS OF AGE:**

Print Name of Participant: \_\_\_\_\_

Print Name of Participant's Parent or Guardian: \_\_\_\_\_

As Participant's Parent or Guardian, I agree to all terms of this Waiver on behalf of the Participant.

Parent or Guardian Signature: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

**Internal use only:**

**Verified by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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