

	Cambrian Youth Cricket Academy (SVYCA) SVYCA - PARTICIPANT WAIVER FORM San Jose, CA (Last Updated September 21st 2022)	
--	--	--

THIS IS A LEGALLY BINDING RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE (collectively, “Release”), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian, if Releasor is under 18 years of age) to the Cambrian Youth Cricket Academy (SVYCA)

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by playing, practicing, coaching, spectating, or being on the field or in spectator areas, or otherwise participating in the cricket related activities (collectively, the “Activities”) provided by the SVYCA, including but not limited to, the use of potentially dangerous sports equipment.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the employees, agents, and authorized representatives of the SVYCA in connection with Activities in which I may participate, and that it will govern my actions and responsibilities in those Activities.

In consideration of my participation in these Activities, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- I HEREBY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND WAIVE, RELEASE, AND FOREVER DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, permanent disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me from my participation these Activities, the following entities or persons: THE SVYCA, AND ALL DIRECTORS, OFFICERS, COORDINATORS, EMPLOYEES, AGENTS, LICENSEES, AND REPRESENTATIVES OF THE SVYCA OR ANY ORGANIZATION, ASSOCIATION OR GROUP AFFILIATED THEREWITH, LESSORS AND/OR LANDOWNERS THAT MAY SANCTION OR PERMIT THE PARTICIPATION IN THE GAME OF CRICKET, AND ALL OTHER PARTICIPANTS IN GAMES OR OTHER ACTIVITIES, PUBLIC OFFICIALS, VOLUNTEERS, GAME OFFICIALS, OTHER PLAYERS, AND SPONSORS, FROM ALL CLAIMS, RIGHTS OR CAUSES OF ACTION FOR DAMAGE, INJURY OR DEATH WHATSOEVER, OF ANY KIND, NOW OR IN THE FUTURE (COLLECTIVELY, “RELEASED PARTIES”). This release does not include release or waiver of any claim or cause of action by I may have against another participant for any criminal, grossly negligent or other willful misconduct resulting in personal injury or death.
- I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties from any and all liabilities or claims made as a result of participation in the Activities, whether caused by negligence or otherwise.
- I acknowledge that the Activities may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, participation in play, weather conditions, playing conditions (including, without limitation, the type of ground conditions and equipment whether provided by participants or SVYCA), and other participants.
- I certify that I am physically fit and have not been advised to not participate in the Activities by a qualified medical professional.
- I certify that there are no health-related reasons or problems which preclude my participation in the Activities.
- I affirm that I have adequate medical or health insurance to cover any medical assistance I may require during my participation in the Activities.
- I agree not to participate in the Activities unless I am medically able and properly trained, and I agree to abide by the decision of SVYCA regarding my approval to participate in the Activities.
- I affirm that I am personally responsible for all costs associated with medical treatment, vehicular damage, equipment damage, or property damage that I may incur.
- I waive any rights, claims or interest and I understand that there will be no financial or other remuneration. This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

Cambrian Youth Cricket Academy (SVYCA)
SVYCA Participant Waiver Form
San Jose, CA