INDEMNIFICATION, HOLD HARMLESS, RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

In consideration for the use of Central Valley Community Sports Foundation (CVCSF) grounds and facilities and to the furthest extent allowed by law, Permittee does hereby agree to indemnify, hold harmless and defend CVCSF and each of its officers, officials, employees, agents and volunteers (hereinafter collectively refereed to as "CVCSF") from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort or strict liability, including but limited to personal injury, death at any time and property damage) incurred by CVCSF, Permittee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of use of CVCSF grounds and facilities by the Permittee or any of his/her/its officers, officials, employees, agents, volunteers or invitees. Permittee's obligations under the preceding sentence shall apply regardless of whether CVCSF or any of its officers, officials, employees, agents, or authorized volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of CVCSF or any of its officers, officials, employees, agents or authorized volunteers.

Throughout the life of the Agreement, Permittee shall pay for and maintain in full force and effect all insurance as required in Exhibit A, which is incorporated into and part of this Agreement, or as may be authorized or required in writing by CVCSF or its designee at any time and in its sole discretion.

Permittee shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Permittee. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Permittee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Permittee, its officials, officers, employees, agents, volunteers or invitees.

CVCSF shall be reimbursed for all costs and attorney's fees incurred by CVCSF in enforcing this Agreement.

This indemnification, Hold Harmless, Release of Liability & Assumption of Risk Agreement shall survive the use of CVCSF grounds and facilities.

In consideration of being allowed to participate in any way in the CVCSF dba Granite Park athletics/ sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that: The risk of injury form the activities in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist: and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume all full responsibility for my participation; and I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe and unusual, significant hazard during my presence or participation, I will remove myself form participation and bring such to the attention of the nearest official immediately; and I for myself and on behave of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS CVCSF dba Granite Park Sports, their officers, officials, agents and/or employees, other participants, volunteers, sponsoring agencies, advertisers, and City of Fresno used to conduct the vent ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the CVCSF and Permittee; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; and (v) is the Permittee or his/her/its authorized signatory

Team Name	Manager Name	Manager Phone	Manager Signature
Player's Name	**Date of Birth**	**Signature**	**Email**