

Release of Liability / Permission and Assumption of Risk Agreement

In consideration for my child being allowed to participate in any way in a **Valley Center Recreation Commission** class, activity and/or program, the undersigned acknowledges, appreciates and agrees that:

The risk of injury from the activities involved in this program is significant, including potential for permanent paralysis and death and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,

I KNOWINLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM NEGLIGENCE OF THE RELEASEES** or other and assume full responsibility for my child's participation; and,

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard(s) during my presence or my child's participation, I will remove my child from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS THE VALLEY CENTER RECREATION COMMISSION**, their officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event/activity, **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH** or loss or damages to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**.

From time to time photographs of the participants in our recreation programs may be taken. These pictures will be a representation of the enriching experiences offered to your child during the activity. Some of the pictures may be posted on our Facebook and web page – www.valleycenterrecreation.com.

Refund Policy

Requests for refunds **MUST** be made in writing and will be considered **ONLY** under the following circumstances:

- Medical - **must submit a Doctor's statement**.
- Moving out of the school district (U.S.D. #262).
- Participant no longer meeting one (1) of the "eligibility requirements", to be considered an In-District participant.
- Job or shift transfer that would conflict with the activity.
- School function (verified in writing by a Principal, Teacher or Coach) which would conflict with the activity.
- Dissatisfied with the activity.
- Death of the participant or immediate family member.

No requests for refunds will be accepted and/or considered for any reason, other than the above listed items. A **\$5.00 per person bookkeeping charge** will be assessed to all refund requests that are approved. In addition, any league fees, insurance, uniform costs that have already been incurred prior to the request for refund, will also be deducted.

100% refund

(less \$5.00 bookkeeping charge)

A 100% refund will be issued if the written request for the refund is received in the VCRC office, **prior to the first class, practice and/or game** (whichever is applicable).

75% refund

(less \$5.00 bookkeeping charge)

A 75% refund will be issued if the written request for the refund is received in the VCRC office, **after the first class, practice and/or game BUT prior to the second class, practice and/or game** (whichever is applicable).

50% refund

(less \$5.00 bookkeeping charge)

A 50% refund will be issued if the written request for the refund is received in the VCRC office, **after the second class, practice and/or game BUT prior to the third class, practice and/or game** (whichever is applicable).

No refunds will be considered after the third class, practice and/or game (whichever is applicable).

NOTE

It is the date that the written request is actually submitted to / in the VCRC office, not the date that may be written on the letter of request.

I HAVE READ THE RELEASE OF LIABILITY / PERMISSION AND ASSUMPTION OF RISK AGREEMENT and REFUND POLICY, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Date Signed _____/_____/_____