

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the [Basketball Tournament] (to include but not be limited to basketball) scheduled to occur on [10/1/2021] (hereinafter referred to as “the Activity”), I hereby release, waive, discharge and covenant not to sue The Flagstone Group, Inc., The Ensign Group, Inc., and Ensign Services, Inc., and each of their predecessors, successors, assigns, subsidiaries, divisions, parent companies, portfolio companies, and other affiliated organizations, and all of their respective employees, former employees, contractors, consultants, shareholders, members, officers, directors, agents, attorneys, and persons acting by, through, under or in concert with them (collectively, the “Released Parties”) from any and all liability, claims, demands, actions, causes of action, whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by me, or any of the property belonging to me, whether caused by the negligence of the Released Parties, or otherwise, while participating in the Activity, or while in, on or upon the premises where the Activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with the Activity, and I hereby elect to voluntarily participate in said Activity with full knowledge that it may be hazardous to me, personally, and to my property. ***I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, that may be sustained by me, or any loss or damage to property owned by me, as a result of my participation in the Activity, whether caused by the negligence of the Released Parties or otherwise.***
3. I further acknowledge that, if employed by any of the Released Parties, participation in the Activity is not a requirement of my employment nor is it considered “compensable time” under applicable Federal and State labor and employment statutes. Likewise, to the extent I sustain any injury as a result of or in connection with my participation in the Activity, I understand that any treatment or time away from work related to such injury will not be covered by workers’ compensation benefits or insurance.
4. I further agree to indemnify and hold harmless the Released Parties from any loss, liability, damage or cost, including court costs and attorney’s fees, that they may incur due to my participation in the Activity, whether caused by the negligence of the Released Parties or otherwise.
5. It is my express intent that this Agreement shall bind the members of my family, my spouse, my heirs, assigns and personal representative and shall be deemed as a release, waiver, discharge and covenant not to sue the above-named Released Parties. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of California.
6. In signing this Agreement, I acknowledge and represent that I have read it, understand it, and sign it voluntarily of my own free will; no other representations, statements, or inducements, apart from this Agreement, have been made to encourage my signature; I am at least eighteen (18) years old and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

RELEASOR:

DATE:
