

**2023 Elks Recreation, Inc.**  
**Release of Claims, Waiver and Hold Harmless Agreement**  
**Jr. Breakaway Event**

Contestant # \_\_\_\_\_ Event(s): \_\_\_\_\_

\_\_\_\_\_  
Contestant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

\_\_\_\_\_  
Phone \_\_\_\_\_ E-Mail \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**NAMES OF PARENTS, CUSTODIANS OR LEGAL GUARDIANS (If under 18 years of age)**

\_\_\_\_\_  
Father's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
Mother's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

ALL ENTRANTS & ENTRANT'S LEGAL GUARDIANS MUST COMPLETE ALL RELEASE, WAIVER AND HOLD HARMLESS AGREEMENTS AND IT MUST BE SIGNED BY BOTH OF THE MINOR'S PARENTS, CUSTODIANS OR LEGAL GUARDIANS IF CONTESTANT/CARRIER IS UNDER THE AGE OF 18. IF THERE IS ONLY ONE PARENT, CUSTODIAN OR LEGAL GUARDIAN, THAT PERSON WILL ASSUME ALL LIABILITY AND RESPONSIBILITIES.

The undersigned for ourselves, our heirs, successors and assignees voluntarily assume any and all risks arising out of and/or connected with his or her participation in the above named event and release Santa Maria Elks Lodge #1538, Elks Recreation, Inc., and Adam Teixeira and its employees, agents, and/or officers and sponsors, their heirs, executors, and/or administrators of their estates, and any and all other persons and associates or officers of the above named from all claims, injuries, losses, damages, attorney fees and causes of actions that may result from his or her participation in all Elks Recreation, Inc. Events.

(Continued)

For ourselves and for participant we waive the provisions of **California Civil Code section 1542** which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor.

This release covers all claims, known or unknown. The purpose of this release is if I, my child, my horse, and/or my property is injured, damaged, or becomes ill, I, my child and my legal representatives, heirs, assignees and estate cannot make claims for those damages, injuries and illnesses.

By signing this release, I grant the Elks Recreation, Inc., Adam Teixeira, Santa Maria Elks Lodge #1538, and the operators of its activities and events, their employees, agents, and assignees, my permission to initiate emergency first aid treatment for myself or my child in the event such treatment is reasonably required, which determination may be made at their discretion. I also grant permission for my child to be photographed and for these photos to be used for promotional purposes.

I agree and understand this agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and if any portion of this agreement is invalid, it is agreed the remainder of this agreement shall continue in full force and effect.

I have carefully read this Agreement, fully understand its contents, and agree to each statement set forth herein. I am aware that this is a release of liability and a contract to hold harmless the Santa Maria Elks Lodge #1538, Elks Recreation, Inc. and Adam Teixeira and all representatives representing these organizations, from all liability, losses and damages to participant.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023 in Santa Maria.

SIGNATURE OF CONTESTANT AND LEGAL CUSTODIANS OR LEGAL GUARDIANS

X \_\_\_\_\_  
Contestant Name/Title                      Signature                      Date

X \_\_\_\_\_  
Guardian Name/Title                      Signature                      Date

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\*\*\*\*\* DO NOT WRITE BELOW THIS LINE\*\*\*\*\*

\_\_\_\_\_ Verification of Valid Insurance

\_\_\_\_\_ Verification of Age

