

# Dakota Alliance Soccer Club Release and Waiver of Liability, Assumption of Risk, Consent, Indemnity Agreement

Player Participant's Name:			
Date of Birth::			
Street Address:	City		State Zip
Player Participant's Club:			
<u>Em</u>	ergency Contact Informa	<u>ntion</u>	
Father/Guardian Name:	Home Phone: (	)	Cell/Bus Phone: ()
Mother/Guardian Name:	Home Phone: (	)	Cell/Bus Phone: ()
Parent/Guardian Address (if different from player parti	cipant):		
Parent/Guardian Email Address (es):			
In case of emergency, when parent/guardian cannot be	reached, please contact th	e following	5:
Name:	_ Home Phone: () _		Cell/Bus Phone: ()
<u>Me</u>	dical and Health Informa	<u>ition</u>	
Player Participant's Allergies and Other Medical Cond	itions:		
Physician:			
Medical Insurance Company:	Policy Holder's Name:		
Policy #:	_		

#### **Agreement**

This Release and Waiver of Liability, Assumption of Risk, Consent, and Indemnity Agreement (the "<u>Agreement</u>") must be read and signed before the undersigned, and/or player participant, attends or participates in any tournament, game, activity or other event (the "<u>Event</u>") sponsored, governed or operated by the Dakota Alliance Soccer Club, Sioux Falls, South Dakota ("<u>DASC</u>") in Choose an item.

This Agreement is signed in consideration of the opportunity to play or participate in the Event as governed by South Dakota Law.

1. I grant permission for any trainer, physician, dentist, coach or associated personnel to provide me, or player participant, with medical assistance and/or treatment and agree, if necessary, to be financially responsible for the cost of such assistance and/or treatment. I acknowledge and fully understand that I, or player participant, will be engaged in the Event and activities thereof, including travel to and from Event activities, which could involve risk of serious injury and loss and which might result not only from my or the player participant's own actions, omissions or negligence but actions, omissions or negligence of others, the rules of play, or the condition of the field, premises or equipment used at the Event.

- 2. I recognize that the COVID-19 virus is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. I further recognize that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. I recognize and voluntarily accept the Event may bring me, or player participant, into contact with persons or objects carrying the virus and that through such contact, I, or player participant, may become infected or infect others with COVID-19. I have been fully informed that engaging in this Event could **INCREASE** my, or player participant's, risk of contracting COVID-19 and the potential to pass the virus along to others.
- 3. I forever release, discharge and acquit DASC and the City of Sioux Falls and its officers, agents, employees, volunteers, successors, and assigns (the "Released Parties") from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or be in connection with my or player participant's attendance or participation in the Event including from any exposure or potential exposure to COVID-19. I release the Released Parties from responsibility for any such injury or damage, including death, which may result before, during or subsequent to the Event. I agree and covenant not to sue the Released Parties for any such injury or damage, including death, which may be caused by or arising from my or player participant's attendance or engagement in the Event including by exposure or potential exposure to COVID-19.
- 4. I agree to abide by all safety guidelines explained to me or player participant by any Released Parties. I agree to use, or have the player participant use, the personal protective equipment (PPE) required by the Released Parties and to follow all safety and sanitation protocols prescribed by them to me or player participant. I understand that I, or player participant, may be required to provide my own PPE and agree to use PPE equipment in the manner approved by the Released Parties.
- 5. I bind myself and/or player participant's heirs, estate, executors, family and assigns, and will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of my or player participant's attendance or engagement in the Event including any claims brought by third-parties who may have become exposed to COVID-19 by me or player participant, or any objects or surfaces I or player participant may have come into contact with, as a result of or in connection with the engagement in the Event.
- 6. I agree to assume and accept all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained while I and/or player participant attend or engage in the Event or as a result of exposure or potential exposure to COVID-19. Furthermore, I recognize that if I or player participant requires medical treatment or assistance arising from or as a result of the Event or due to any exposure to COVID-19, I agree to pay any and all costs incurred or occurring as a result of the medical testing, treatment, injury or illness suffered due or arising therefrom. I understand neither the Released Parties, nor its insurer, or its workers' compensation policy, will provide me or player participant with any medical or other coverage for injury or loss arising or resulting from the Event or COVID-19.
- 7. I agree that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by me, or player participant, under this Agreement, that I or player participant will be held responsible for attorneys' fees and any costs incurred by the Released Party in defending such action.
- 8. I expressly acknowledge and agree to have carefully read this Agreement and understand its effects. This is a legally enforceable contract, binding upon me, the player participant and such person's family, heirs, estate, executors, successors and assigns. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by the laws of the State of South Dakota. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same instrument.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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# Signature Page

### <u>Instructions:</u>

- 1. All persons 14 years of age or older must sign and date below.
- 2. Parent or guardian must sign and date below regardless of the age of player participant except if the player participant is 18 years of age or older in which case only the player participant's signature is required.

## Player Participant Signature and Date:

By signing this Agreement, I am authorized to attend and participate in the Event.

Player Participant's Name:	Print Name	_
	1 Tille I valle	
Signature		
Signature(14 years or older mu	st sign here)	
Date:	_	
	Parent or Legal Guardian Signature	and Date:
By signing this Agreement, I authoriz	e the player participant and myself to	attend and participate in the Event.
Parent or Legal Guardian's Name:		
	Print Name	
Parent/Guardian's Signature:		
Date of Birth:		
Date:		