

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT
FOR LDSC SOCCER TOURNAMENT**

Date: _____

Team/Organization: _____

Team Representative Name and Phone: _____

Team Representative Email: _____

In consideration for being allowed to participate in any way in the Lancaster Depew Soccer Club (“LDSC”) Tournament hereinafter described, as well as any related programs, events, concessions, and activities at the associated facilities (“the Activities”), I the undersigned, acknowledge, appreciate, and agree that:

I acknowledge, agree, and represent that I/my child understand the nature of the Activities and that I/my child am qualified, in good health, and in proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my/my child’s physical condition changes, I will immediately discontinue further participation in the Activities. I authorize Releasees and other medical care provider(s) to conduct any emergency medical transport or medical care for me or my child, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care. I further authorize LDSC the right to use my, and my child’s, name, picture and/or likeness in printed, broadcast, and/or other material concerning the Activities provided such use is related to the participation in the Activities and/or attendance at this event. I understand that it is my responsibility to comply with all posted procedures, LDSC procedures, and recommendations of all federal, state, local government, and health agencies.

I understand that although precautions have been taken to provide proper organization, supervision, instruction, and equipment for the Activities, it is impossible to guarantee absolute safety from injury and from infection by the coronavirus. I recognize and acknowledge that soccer is a contact sport and that as such there are inherent risks of injury and other health risks. I understand that the risk to me/my child includes a full range of injuries from minor to severe, and the result could be death, paralysis, or other serious, permanent disabilities. I fully understand that the Activities involve inherent and other risks and dangers, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); and/or physical injury or illness as a result of engaging in the Activities defined above. I understand that the description and list of risks in this Agreement is not complete, and that when participating in the Activities I may encounter risks not described in this Agreement, whether known or unknown, inherent, or otherwise. With a full understanding of the foregoing, I voluntarily agree to expressly assume all inherent and other risks of injury and death and all responsibility for losses, costs, and damages I or my child may incur as a result of my or my child’s participation in the Activities. In signing below, I accept these risks and accept all and every liability and responsibility stemming from such risks as my own, and I absolve the LDSC and Aurora Arsenal Soccer Club, their affiliated clubs, board members, employees, agents, volunteers, and associated personnel against any claims by or on behalf of myself or my child and from any responsibility for the same.

By signing this Agreement and Release, I, on behalf of myself (if a participant age 18 or older) or on behalf of myself and my minor child(ren) identified herein, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my minor child(ren) and/or I may be exposed to or infected by the COVID-19 virus by attending or participating in the Activities and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren), if any, and I wish to voluntarily participate in the Activities described above. I understand that the risk of becoming exposed to, or infected by, the coronavirus, and the risk of developing COVID-19 through participation in the Activities includes the risk arising out of, or related to, the actions and/or omissions of myself and others including, but not limited to, LDSC and Aurora Arsenal Soccer Club and their respective directors, officers, employees, vendors, volunteers, agents, and representatives and I hereby expressly assume the risk of same.

I, for myself and on behalf of my minor child(ren), as well as our heirs, successors, assigns, personal representatives and next of kin, (the “Releasers”) hereby release, remise, and forever discharge the Lancaster-Depew Soccer Club and Aurora Arsenal Soccer Club, as well as all of their officers, directors, officials, representatives, agents, employees, participants, volunteers, sponsors, vendors, advertisers, as well as the owners and/or lessors of the premises used to conduct the Activities (the “Releasees”), from any and all claims, causes of action, damages, demands, losses, costs, and liability, resulting in personal injury, disability, or death, including illness, which in any way relate to participation in the Activities discussed above (the “Released Claims”), whether in law or equity, known or unknown, presently due or contingent, liquidated or unliquidated, which against the Releasees, the Releasers ever had, now have, or which their minor child(ren), successors or assigns, heirs, executors or administrators hereafter can, shall, or may have, for any reason, from the beginning of the world to the date of this Agreement and Release.

I, for myself and on behalf of my minor child(ren), agree to protect, defend, indemnify and hold harmless the Releasees, for any of the Released Claims, and shall be liable to pay attorneys’ fees and costs incurred by the Releasees, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any claims, demands, or actions based upon or in away related to the Released Claims. I further agree to protect, defend, indemnify and hold harmless the Releasees for any and all claims, demands, actions, damages, penalties, fees, costs (including attorneys’ fees) brought against them as a result of any claim by a third party that such third party sustained illness, injury, disability or death arising out of or in any way related to the Activities, including but not limited to, exposure to the coronavirus or COVID-19.

This Agreement and Release shall be interpreted to be enforceable under all applicable law and if any provision hereof is held to be invalid by a Court, the remainder hereof shall continue in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18)

By signing on behalf of a minor child participant, I represent that I am that minor child’s parent or legal guardian, that I am authorized to sign this Agreement on the minor child’s behalf, and agree that I will defend, indemnify, and hold harmless Releasees against any claims arising from the minor participant’s participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement, and understand that the minor participant would not be permitted to take part in the Activities unless I agree to all terms of this Agreement.

| Player Name | Date of Birth | Parent/Guardian Signature |
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