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## PARTICIPATION RELEASE & WAIVER AGREEMENT

**DEFINITIONS:** The person who is accessing the property or facilities of B-Elite Soccer or participating in an activity or program for B-Elite Soccer shall be referred to as "Participant." Participant includes the Undersigned, Participant's heir, next of kin, personal representatives, guest, relatives, and family members. "B-Elite Soccer" means Sport Soccer Academy LLC, a Delaware limited liability company or any of their affiliated companies, members, directors, officers, employees, volunteers, sponsors, independent contractors or agents. The "Undersigned" means the Participant when Participant is age eighteen (18) or older, or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of eighteen (18). If signing as the parent or legal guardian of a minor Participant, such signatory represents that they are the legal parent or guardian of the minor Participant.

**ASSUMPTION OF RISKS:** Undersigned agrees that soccer is a physical, contact sport that, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. The dangers and risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussions, or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of speech or hearing, paralysis, or death. Undersigned also understands that they may be exposed, or expose others, to contagious and potentially harmful or deadly diseases. Undersigned may also be exposed to risks while traveling (such as in vans when traveling to and from competitions, social events or the airport), while participating in events with large crowds, or while receiving treatment for any physical or mental condition.

**ACKNOWLEDGEMENT OF RULES AND STANDARDS OF CONDUCT:** Undersigned understands that B-Elite Soccer has rules and standards of conduct and agrees to abide by these rules and standards for the safety of all participants, staff, guests and employees.

**PUBLICITY RELEASE AND CONSENT:** Undersigned hereby irrevocably permits, authorizes, and licenses B-Elite Soccer to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, Participant's name, image, likeness, appearance, voice, professional and personal biographical information, signature, and other personal characteristics and private information, and all materials created by or on behalf of B-Elite Soccer that incorporate any of the foregoing on a perpetual basis throughout the world and in any medium or format whatsoever now existing or hereafter created, including, but not limited to, in and on magazines, brochures, and other print publications, electronic, magnetic, and optical media, television broadcasts, radio broadcasts, display, point-of-sale, and other advertising and promotional materials, press releases, the internet, and for any other purpose, including, but not limited to, advertising, public relations, publicity, packaging, and promotion of B-Elite Soccer without further consent from or royalty, payment, or other compensation to Undersigned.



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**WAIVER:** In consideration for B-Elite Soccer accepting Participant in its programs or permitting Participant access to the use of its facilities or services, Undersigned hereby waives and releases any claims against and covenants not to sue or bring any action against B-Elite Soccer for any claim, demand, or lawsuit whatsoever, including, but not limited to, those that arise from or relate to Participant's own acts, the acts of third persons, the effect of the condition of any property, equipment, or premises, or any acts of B-Elite Soccer's negligence, or anyone else whose conduct may be attributed to B-Elite Soccer. Undersigned agrees that this waiver, release from liability, and covenant not to sue specifically includes, but is not limited to, any claims for personal injury or illness (including death) as well as damage to, or the loss or theft of, any personal property. Undersigned further agrees that this waiver, release from liability, and covenant not to sue has legal effect throughout Participant's enrollment in any B-Elite Soccer program, as well as each and every time B-Elite Soccer's property or facilities are used by Participant and agrees that it shall be construed as if Undersigned acknowledged and attested to it throughout that time and upon each such use.

**INDEMNIFICATION:** In further consideration for B-Elite Soccer accepting the enrollment of Participant in a program or permitting Participant access to the use of its facilities or services, Undersigned hereby contractually agrees to defend and indemnify B-Elite Soccer from any and all claims, demands, lawsuits, or damages, including related costs and attorney fees, brought by any other person or entity for any injuries or any damage to themselves, their property, or to Participant or his/her property, arising out of the use of any B-Elite Soccer's services or facilities by Participant. This indemnification specifically includes, but is not limited to, claims, demands, damages, or lawsuits brought by third parties which arise from or relate to any active or passive negligence, intentional conduct, or criminal conduct by Participant. This indemnification agreement is not limited to activities occurring on an B-Elite Soccer premises, but is intended to encompass any and all conduct by Participant for which a third party may seek to hold B-Elite Soccer liable, whether occurring on or off of an B-Elite Soccer property, and whether occurring as a result of travel, sport program practices, instruction, or training, participation in horse play, school or social activities, exposure to inclement weather, or any other circumstance whatsoever.

### **NOTICE TO THE MINOR PARTICIPANTS PARENT OR LEGAL GUARDIAN**

Read this form completely and carefully. You are agreeing to let your minor Participant engage in a potentially dangerous activity. You are agreeing that, even if B-Elite Soccer uses reasonable care in providing this activity, there is a chance your minor Participant may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your minor Participant's right and your right to recover from B-Elite Soccer in a lawsuit for any personal injury, including death, to your minor Participant or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and B-Elite Soccer has the right to refuse to let your minor Participant participate if you do not sign this form.

**ACKNOWLEDGMENT:** Undersigned acknowledges that they have completely read this document and fully understands its contents. Furthermore, Undersigned acknowledges that they have given up substantial rights by accepting this document, that they do so voluntarily and without any inducement, and that they intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion is held invalid, the remaining portion of the document will continue in full legal force and effect.



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## PLAYER INFORMATION

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

### PARENT/GUARDIAN INFORMATION (If Participant is under 18) or PLAYER ( If Participant is age eighteen (18) or older)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Home address: \_\_\_\_\_

Signature of Parent/Guardian/Player:

\_\_\_\_\_

Date: \_\_\_\_\_

### EMERGENCY CONTACT (if different of Parent/Guardian/Player information)

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Relationship to Player: \_\_\_\_\_