

RELEASE AND WAIVER OF LIABILITY, COMMUNICABLE DISEASE AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in **Soccer Enterprises, Inc, Sockers FC Chicago, LLC, Soccer City, LLC, Chicago Professional Soccer and L'il Kickers NWI (hereinafter FACILITY)**, soccer/sports program, Online Training or related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death and while rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. You **KNOWINGLY AND FREELY ASSUME ALL SUCH RISK**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for your participation: and,
3. You willingly agree to comply with stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard my presence or participation, I will remove myself from participation and bring such attention of the nearest official immediately.
4. It is understood, **FACILITY**, its agents, employees, nor the owner assume any legal liability for items lost or stolen as a result of my participation within the facility, arena, game field, practice area or event location.
5. You hereby grant **FACILITY** and its agents' permission to use, without compensation, your and/or your child's image, likeness or voice in connection with any promotional materials including, but not limited to, brochures, advertising and broadcasts
6. **INDEMNIFICATION** You agree to be responsible for all participation and interactions with the **FACILITY** and/or Online Training, and agree to indemnify and hold **FACILITY** and each of its respective parent, subsidiaries and affiliated companies, and each of their respective officers, directors, agents, representatives, employees, successors, assignees, and licensees harmless from and against any and all direct and/or third-party claims, liabilities, damages, demands, causes of action, judgments, settlements, costs and expenses (including, without limitation, reasonable outside attorney's fees and court costs), arising out of or related to:
 1. breach of any of your representations and warranties contained herein,
 2. any acts, whether by omission or commission, by you, which may arise out of, in connection with, or in any way related to, the participation in the FACILITY and/or Online Training,
 3. any User Content submitted by or on behalf of you,
 4. your violation of these terms and
 5. your violation of any applicable law or regulation.
7. **RELEASE.** You agree to **RELEASE AND HOLD HARMLESS, FACILITY**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the FACILITY Program or event **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE**

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 and Communicable Diseases

8. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization: COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. FACILITY has put in place preventative measures to reduce the spread of COVID-19 and Communicable Diseases (hereinafter, Communicable Diseases); however, **FACILITY cannot guarantee that you will not become infected with Communicable Diseases.** Further, participation could increase your risk of contracting Communicable Diseases

READ CAREFULLY BEFORE SIGNING

9. By signing this agreement, **I acknowledge the contagious nature of COMMUNICABLE DISEASES and voluntarily assume the risk that I may be exposed to or infected by COMMUNICABLE DISEASES by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death.** I understand that the risk of becoming exposed to or infected by COMMUNICABLE DISEASES at FACILITY may result from the actions, omissions, or negligence of myself and others, including, but not limited to, FACILITY's employees, volunteers, and program participants and their families.
10. **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at FACILITY.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless FACILITY, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of FACILITY, its employees, agents, and representatives, whether a COMMUNICABLE DISEASES infection occurs before, during, or after participation at FACILITY.
11. I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
12. In the event that I file a lawsuit, I agree to do so in ILLINOIS, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
13. **By signing this document, I agree that if I am exposed or infected by COMMUNICABLE DISEASES during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**
14. **I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**
15. If I have signed a separate general waiver of liability connected to my participation at FACILITY, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.
16. **I agree that I will practice safe social distancing and clean hygiene during my participation at FACILITY.**

I have read this Release and Waiver Liability and Assumption of Risk Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and I freely and voluntarily sign below without any inducement.

Player Name: _____ Birth Date: _____ Gender: Male Female

Street Address: _____ City: _____

State: _____ Zip: _____ Email Address: _____

Signature: _____

Date: _____