

## **Participant Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement – Soccer Association of Homer**

In consideration of the services of the Soccer Association of Homer ([SAH Soccer, Inc.](#)), its agents, owners, operators, officers, directors, volunteers, independent contractors, employees, entities, property owners allowing SAH's use of their facilities, related and subsidiary entities such as the [Alaska Youth Soccer Association, the](#) United States Youth Soccer Association, sponsors, vendors, insurers and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "S.A.H."), I hereby agree to release and discharge S.A.H. on behalf of myself, my parents, my heirs, assigns, personal representative(s) and estate as follows:

1. **Inherent Risks** I acknowledge that **youth sports, competitive sports league play, coached activities and soccer in particular ("soccer")** entails known and unknown and unanticipated risks that could result in physical or emotional injury, death, damage to property, or to third parties. I understand and acknowledge that the enjoyment and excitement of this type of activity is derived in part from inherent risks created by activity beyond the accepted safety of life at home or in my or my child's normal day to day activities and that these inherent risks contribute to my enjoyment and excitement and are an integral reason for my or my child's participation in this activity. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity of soccer. Safety gear may prevent or lessen injuries in some instances; however, use of safety gear is not a guarantee of safety and injury may still occur.

I specifically acknowledge that my child may be asked to practice for, participate in and travel to and from soccer events on behalf of the team with which he or she is playing. I agree that prior to participating, I and/or my child will inspect the facilities and equipment to be used and if either of us believes anything is unsafe, we will immediately advise the coach or S.A.H. representative of such condition(s) and refuse to participate. I acknowledge that activities taking place during a soccer practice or game or tournament have inherent risks of injury, including, but not limited to, those related to contact with the playing surface, equipment surrounding the playing surface, contact with other individuals on the playing surface, contact with equipment on the playing surface, including the nets and the equipment used by those on the playing surface. I further understand and acknowledge that sports involve physical contact between players and that serious accidents can and do occur during such sporting activities and that participants occasionally sustain serious personal injuries (including death). The risks of broken limbs and concussions are common when playing soccer. I acknowledge that other risks exist as well: players may impact the ground, become entangled in nets, general slips/trips/falls or painful crashes while using any of the equipment or playing areas, playing out of control or beyond participants' limits, the negligence of other visitors or participants who may be present, participants giving or following inappropriate advice, mine or my child's or others' failure to follow the rules of the S.A.H., participant's own negligence or inexperience, dehydration or exhaustion or cramps or fatigue - some or all of which may diminish a participants' ability to react or respond.

Furthermore, S.A.H. instructors, coaches, employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of my child's or another participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment they use or recommend or provide to me might malfunction or be poorly maintained. I expressly acknowledge that the use of drugs or alcohol during my child's participation in any or all of the activities associated with or provided by the S.A.H. is not condoned or excused by S.A.H. in any way. I understand that the S.A.H. reserves the right to deny me or any other person participation before or during an activity if it finds that person to be mentally or physically impaired or unprepared.

**I acknowledge that I and my child ARE ULTIMATELY RESPONSIBLE for my child's own safety during participation in or use of S.A.H. facilities, equipment, rentals or activities.**

2. **Express Assumption of Risk** I expressly agree and promise to **accept and assume all the risks** existing in the premises, facilities, rented equipment or activities involved or associated in any way with the S.A.H. and/or my or my child's participation with or at S.A.H. facilities, equipment or activities. Participation in these activities and at these premises is purely voluntary. No one is forcing me or my child to participate and we participate in spite of the risks.

3. **Release and Waiver of Rights Including for Claims of Negligence** I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the S.A.H. from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in these activities or our use of S.A.H.'s equipment or facilities, including any such claims which allege negligent acts or omissions of S.A.H. **This means I cannot sue or prevail in a lawsuit if I or my child encounter the inherent risks (known or unknown) of soccer and I/we cannot sue or prevail if S.A.H. is simply negligent.**
4. **Indemnity** Should S.A.H. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I/we agree to indemnify and hold them harmless (in other words, I/we agree to pay for...) for all such fees and costs.
5. **Personal Skill & Insurance** I certify that **I and my child have sufficient skill and fitness** to participate in the activities offered by S.A.H. I/we further certify that I/we have no medical, mental or physical conditions which could interfere with our safety or ability to participate in these activities, or else I/we are willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I/we further certify that we have adequate insurance to cover any injury, damage or emergency transportation costs I/we may cause or suffer while participating, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.
6. **Medical Issues** I/we further agree that, in the event that the S.A.H. deems it necessary to administer emergency first aid, CPR or AED or to remove me or my child from its facility or premises or to seek emergency medical care for us that, by signing this document, I/we are giving S.A.H. permission to: administer emergency first aid or CPR or AED, secure emergency transport or medical care and/or disclose any medical information it may have about us to any health care provider which may become involved in our care, treatment or removal from S.A.H. activities. By signing this document we are waiving any right to object to or bring any type of action or claim against S.A.H. for its administration of emergency first aid or CPR or AED, or for securing emergency transport or medical care and/or for the disclosure of personal medical information it may have about us to any health related person who becomes involved in our care or removal from S.A.H. activities.
7. **Photographic Assignment** I understand that the S.A.H. reserves the right to take photographic or film (of whatsoever nature) records of any or all of the activities it conducts and I/we hereby agree that the S.A.H. may use such records for promotional and/or commercial purposes without any remuneration to us. I hereby assign all right, title and interest I may have in or to any and all media in which my likeness might be used by the S.A.H.
8. **Release as Contract and Personal Capacity** I/we expressly agree and acknowledge that the terms and conditions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement are contractual in nature and that I/we are signing it of our own free will. I/we agree and expressly acknowledge that I/we are not under the influence of drugs or alcohol at the time of our signing of this document and that there are no other impediments or reasons why I/we would lack the capacity to enter into this contract with the S.A.H.
9. **Forum Selection, Severability, Breach of Contract/Warranty Waiver, Etc.** In the event I/we file a lawsuit against S.A.H. I/we agree to do so solely in the State of Alaska, and I/we further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state and I/we hereby irrevocably waive any other jurisdiction or venue to which I/we or our estates might otherwise have been entitled. I/we agree to submit to the jurisdiction of the Alaska courts. I/we agree that if any portion of this agreement/contract is found to be void or unenforceable, the remaining portion shall remain in full force and effect; this document is intended to be interpreted as broadly as possible. A copy or electronic version of this release contract can be used as if it were the original. I/we understand that this document constitutes the entire Agreement/Contract between ourselves and S.A.H. and that it cannot be modified or changed in any way by representations or statements of any nature (be they

vocal, advertising, etc.) outside of this document; in other words, I/we are also waiving any claims we might have for breach of contract or warranty for statements or representations made outside of this release contract.

By signing this document, I/we acknowledge that if anyone is hurt or killed or property is damaged during our participation in or use of S.A.H. activities or premises or facilities, we may be found by a court of law to have waived our right to maintain a lawsuit against S.A.H.

I/WE HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT (All 3 Pages).  
I/WE HAVE READ AND UNDERSTOOD IT, AND I/WE AGREE TO BE BOUND BY ITS TERMS.

Participant Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Date: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Parents or Guardians Additional Indemnification and Signature (Must be completed for participants under 18 years of age)**

I/we represent that I/we have complete and absolute authority to bind, contract for and legally act on behalf of the minor child listed below; I/we believe and represent that I/we have the legal authority to make the waivers and releases contained herein. I/we understand and acknowledge that S.A.H. relies to its detriment on this representation. In consideration of my child or ward being permitted by S.A.H. to participate in its programs or activities, I further agree to indemnify (in other words, I agree to pay for...) and hold harmless S.A.H. from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Parent Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_  
State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Date: \_\_\_\_\_ Date of Birth \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Emergency Contact: (Who Do You Want Us to Call in the Event of an Emergency?)**

Name \_\_\_\_\_ Phone# \_\_\_\_\_