

LA MESA INDOOR SOCCER, INC.

VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK

AND FULL INDEMNITY AGREEMENT

The undersigned participant, hereinafter referred to as the "Participant," requests and is granted the revocable permission to enter upon the premises of La Mesa Indoor Soccer, Inc., hereinafter referred to as "Owner," to participate as a player, coach or spectator in soccer games, matches, practices, scrimmages, leagues, camps and/or other activities (the "Soccer Activities") that may be conducted within the Owner's premises. Said entry shall hereinafter be referred to as "revocable permissive entry."

In consideration of the "revocable permissive entry" onto the premises of Owner, Participant, on behalf of himself/herself, all personal representatives, executors, heirs, spouses, and assigns, does hereby agree as follows:

1. Participant does hereby FULLY RELEASE, FULLY WAIVE, FULLY DISCHARGE, and COVENANT NOT TO SUE the Owner, its officers, directors, shareholders, employees, managers, attorneys, subsidiaries, independent contractors, and their successors or assigns (the "releasees") and each of them, from any and all claims, and/or the ordinary negligence of releasees, and/or the strict liability, and/or the negligence of any third party or other participant which causes the Participant injury, death, personal injury, bodily injury, property damages, or any other type or kind of injury, and/or loss, and/or damages. The Participant hereby covenants to hold releasees harmless from and to fully indemnify releasees for any type or kind of damages, judgments, awards, or related expenses, including but not limited to releasees' attorneys' fees and court costs, that releasees may incur as a result of the participation by the Participant in any Soccer Activities conducted on the premises of Owner at any time.
2. Participant verifies that he/she is physically fit and sufficiently trained to play and compete in the Soccer Activities on Owner's premises and that the Participant's physician condition has been verified by a licensed medical doctor during the 6 months preceding the execution of this Agreement. Participant verifies that he/she has and shall maintain sufficient medical insurance to cover any and all medical expenses that may arise from participation in the Soccer Activities on the Owner's premises and that Participant does not and will not rely upon or look towards Owner and/or the releasees for the payment of such medical or other expenses.
3. Participant **ACKNOWLEDGES** that there is **INHERENT DANGER** in the participation in any and all Soccer Activities including but not limited to games, matches, practices, camps, scrimmages, and other activities, which Participant appreciates, understands and voluntarily assumes the risk for. Participant has inspected the Owner's premises and **VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ALL SOCCER ACTIVITIES, AS DESCRIBED ABOVE. PARTICIPANT HAS**

READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. PARTICIPANT UNDERSTANDS THAT IT IS A RELEASE OF ALL CLAIMS. PARTICIPANT UNDERSTANDS THAT HE/SHE IS ASSUMING ALL RISKS INHERENT IN ALL SOCCER PARTICIPATION, WHETHER AS A PLAYER, COACH, SPECTATOR, REFEREE, OR ANY OTHER TYPE OF PARTICIPATION. PARTICIPANT VOLUNTARILY SIGNS HIS/ HER NAME EVIDENCING ACCEPTANCE OF THE ABOVE PROVISIONS.

4. Participant specifically acknowledges the contagious nature of COVID-19, and voluntarily assumes all risks that Participant may be exposed or infected with COVID-19 by attending or playing in any Soccer Activity at the Owner's premises. Participant acknowledges that such exposure or infection could result in personal injury, illness, permanent disability, and death, and assumes all risks therefor. Participant acknowledges that such exposure or infection could result from the actions, omissions, or negligence of Owner, its directors, coaches, employees, shareholders, managers, volunteers, and other program participants and their families. Participant hereby voluntarily waives all claims against Owner and the other releasees as defined above which are in any way related to Covid-19, and knowingly assumes all risks associated with participation in the Soccer Activities at Owners premises with relation to Covid-19. Further, Participant hereby declares that he/she will not participate in any Soccer Activities on the Owner's premises if he/she shows any signs or symptoms of Covid-19 or other illness, including but not limited to fever, congestion, cough, body aches, or chills.
5. If a provision of this agreement is held to be illegal or invalid by a court of competent jurisdiction, such provisions shall be considered severed and deleted. Such severance and deletion shall not affect the validity of the remaining provisions of this agreement, which shall remain in full force and effect.
6. This **Voluntary Release – Waiver – Assumption of Risk and Full Indemnity Agreement** shall be in full force and effect at all times during Participant's participation in the Soccer Activities, of any kind or nature, and for whatever period of time the Participant participates in such activities, either continuously or from time to time, as the case may be.
7. Should any dispute arise pertaining to the terms of this Agreement, or should any action be filed or commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether or not such dispute proceeds to judgment. Further, such prevailing party shall be entitled to recover all attorneys' fees and other costs incurred in any and all judgment enforcement proceedings.
8. Participant agrees that failure to carry sufficient medical insurance shall be grounds for expulsion or exclusion from participation in the Soccer Activities. Participant agrees to notify La Mesa Indoor Soccer, Inc. within 5 days of any changes to the information supplied herein regarding medical insurance.

Executed as of the date shown below:

Today's Date

Print Participant's Name

Birth Date

Sex: M / F

Street Address

City

Zip Code

Phone Number

Email Address

Signature

Team

Division

IF THE PARTICIPANT (PLAYER) NAMED HEREIN IS UNDER THE AGE OF EIGHTEEN (18) YEARS,
COMPLETE BELOW:

I, _____, am the Participant's parent or legal guardian. I hereby consent and affirm the foregoing VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT on behalf of my child, _____. By affirming and consenting to the terms of this Agreement, it is my intention that the terms of this Agreement by and through my consent are as effective as if the Participant were an adult rather than a minor.

Print Name of Parent or Legal Guardian

Signature of Parent of Legal Guardian

Date:

Participant or Guardian Initials: _____