

LA ROCA FACILITY WAIVER

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

On the ____ day of _____, 20____, IN CONSIDERATION of being permitted to participate in any way in the FACILITY (identified herein as La Roca Futbol Club, La Roca Park, La Roca South Training Center, Elite Training Center, L.L.C.) in any activity, including but not limited to soccer, dodge ball, football, lacrosse, dances, all night activities, training, or other like activity (hereinafter "Activity") I, for myself or for my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation of the Activity.
2. FULLY UNDERSTAND THAT: (a) soccer, dodge ball, football, lacrosse, dances, all night activities, training, or other like ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be cause by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the activity takes place, or the negligence of the "releases" named below; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Facility (La Roca Futbol Club, La Roca Park La Roca South Training Center, Elite Training Centers, L.L.C.), along with their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises in which the Activity takes place, (each considered one of the "RELEASES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releases" or otherwise, including negligent rescue operations and I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTIONS OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Print Name of Participant: _____ Birthdate: _____

Phone: _____ Work: _____ Cell: _____

Address: _____ City, State & zip code: _____

Current Team Name: _____ League: _____ Email: _____

Participant's Signature (only if age 18 or over): _____

MINOR RELEASE

And I, the minor's parent and/or legal guardian, understand the nature of this release, and agree to abide by its terms. I acknowledge that the activities the minor may engage in may include soccer, dodge ball, football, lacrosse, dancing, all night parties, or other related activities and that the minor has the experience and capabilities to safely participate in such activities. I represent that the minor is qualified, in good health, and in proper physical condition to participate in such activity. I hereby release, discharge, covenant not to sue, and agree to indemnify and save and hold harmless each of the releasees (La Roca Futbol Club, La Roca Park, La Roca South Training Center, Elite Training Centers, L.L.C.) from all liability claims, demands, losses, or damages on the minor's account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operation and further agree that if, despite this release, I, the minor's parent and/or legal guardian or anyone on the minor's behalf makes a claim against any of the releasees named above, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damage, or cost, any may incur as the result of any such claim.

Print Name of Parent/Guardian: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):
