Waiver of Liability, Assumption of Risk, and Indemnity Agreement

Waiver: In consideration of permission to use, today and on all future dates, the property, facilities, staff, equipment, and services of The Soccer Lot, LLC, I, for myself, my heirs, personal representatives or assignees, do hereby release, waive, discharge, and covenant not to sue The Soccer Lot, LLC, its directors, officers, employees, and agents from liability from any and all claims including the negligence of The Soccer Lot, LLC resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in activities, activity programming, observation, and use of facilities, premises, or equipment.

Assumption of Risks: Physical activity, by its very nature carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The Soccer Lot, LLC has facilities for, and provides for sporting competition, which places stress on the cardiovascular and musculoskeletal systems. The specific risk vary, but the risk range from: 1) minor injuries such as scratches, cuts, bruises, strains, and sprains 2) major injuries such as eye injury or loss of sight, major joint or back injuries, major blood loss, bone fractures, heart attacks, strokes, and concussions to 3) catastrophic injuries including paralysis and death. The social and economic losses and/or damages, which could result from these risks or dangers described above, could be severe. Additionally, there may be other risks not known to us or that are not reasonably foreseeable at this time.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD The Soccer Lot, LLC HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney’s fees brought as a result of my involvement at The Soccer Lot, LLC and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Missouri and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing freely and voluntarily, and intend by my signature to bring about a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature (only if age 18 or over)  Date

MINOR RELEASE

AND I, THE MINOR’S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC/SPORTS ACTIVITIES AND THE MINOR’S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE HOLD HARMLESS EACH OF THE RELEASEE’S FROM ANY LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR’S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR PART BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE, INCLUDING NEGLIGENCE RESUE OPTION AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, 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 SUCH CLAIM

Print Name of Parent/Guardian:  ________________________________
First       Middle       Last       Date

Signature of Parent/Guardian:  ________________________________