

ASSUMPTION OF RISK; WAIVER OF LIABILITY; INDEMNIFICATION

A.

I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in soccer Activities. I acknowledge that participation in the Activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries, death, damage to property, and injury to others including, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, damage to persons or vehicles from moving objects such as soccer balls, collisions with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I understand that such risks are inherent in the Activities and that even with precautions and safety measures they cannot be eliminated without jeopardizing the essential qualities of the Activities. I also understand and specifically acknowledge that participation in the Activities includes possible exposure to and illness from infectious diseases including, but not limited to, MRSA, influenza, and COVID-19, which may result in serious illness and death. I understand that the Released Parties (hereafter defined) shall have no obligation to provide medical assistance in the event an injury or illness occurs during the Activities. Understanding such dangers and risks, I hereby knowingly and voluntarily choose to participate in the Activities, and if applicable I give my permission for my child to engage in the Activities described above, and (myself/my child) fully assume(s) the risk of the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES. I acknowledge that this Agreement applies, without limitation, to any other risks encountered before, during or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Agreement, including, but not limited to, driving to or from the Activities, in parking lots or access areas, being present in any Facility at which the Activities are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

B.

I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the Activities. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any Activities. I hereby authorize any Entity holding/sponsoring Activities, or representatives of any of said Entities, to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach medical attention is needed.

C.

Participant hereby knowingly and voluntarily releases and forever discharges and covenants not to sue the Entities and/or the owners, lessees, managers or licensees of the Facility, their respective affiliates, employees, coaches, instructors, assistants, officers, directors, owners, members, managers, shareholders, sponsors, advertisers, and other representatives, and the heirs, personal representatives, successors and assigns of all of them (collectively with the Entities, the "Released Parties") from (1) ANY AND ALL ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF ANY ONE OR ALL OF THE RELEASED PARTIES, and (2) any and all liabilities, claims, causes of action, suits, controversies, judgments, demands, injuries, sickness, damages (consequential, incidental, punitive or otherwise), costs, expenses, attorneys' fees, and any other legal, equitable or administrative actions or proceedings whatsoever, in tort, contract or otherwise, known or unknown, accrued or unaccrued, arising out of or related to the Activities, the Facility, the Participant, the Participant's use of the Facility, the Participant's involvement in the Activities, whether caused by negligence or otherwise, and any other matter or thing whatsoever

arising out of or relating to this Agreement, including without limitation, those based on death, physical injury, emotional injury and/or property damage (collectively "Losses"). Participant hereby agrees and shall indemnify, defend (with counsel acceptable to the Entity or Entities subject to liability) and hold each and every one of the Released Parties, jointly and severally, harmless from and against any and all Losses, including, but not limited to, any challenge by the Participant to this Agreement or any provision hereof.

PUBLICITY RELEASE

Participant hereby irrevocably grants to the entities and those acting with their authority or permission, the unrestricted right to copyright and use, re-use, publish, republish and display photographic and video images and audio of the participant or in which the participant may be included in connection with any activities undertaken by any entity, in whole or in part, separately or in conjunction with other photographs or video or audio, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising, trade and/or any other purpose whatsoever, and to use the participant's name in connection therewith. Participant hereby further expressly releases and waives any demand, action, claim, license, royalty and/or any other right to any form of payment the participant may have based on claims as to the rights of privacy, publicity, notoriety and/or any other rights arising out of or relating to any use by any entity or those acting with their authority or permission of the undersigned's name, likeness or appearance.

GENERAL TERMS

This Agreement shall be enforced and interpreted under the laws of the State of Maryland except for the conflicts of law provisions of Maryland. The Participant hereby consents to the jurisdiction of the courts of the State of Maryland and venue for any action arising out of or related to this Agreement shall be in Montgomery County, Maryland. Should any clause or any part of any clause be determined to be illegal or unenforceable such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Agreement shall not be affected. The introductory statements are incorporated into this Agreement. The Participant hereby seals this Agreement as a specialty, that is, subject to a twelve (12) year statute of limitations.

PARTICIPANT EXPRESSLY AGREES THAT THE ASSUMPTION OF RISK, RELEASES, WAIVERS, INDEMNIFICATION, AND OTHER OBLIGATIONS CONTAINED HEREIN ARE INTENDED TO BE COMPLETE, UNCONDITIONAL AND AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF MARYLAND AND ANY OTHER JURISDICTION WHOSE LAWS MAY APPLY TO THIS AGREEMENT. THIS AGREEMENT CANNOT BE AMENDED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND IS BINDING ON THE PARTICIPANT AND THE PARTICIPANT'S HEIRS, SUCCESSORS, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. A FAXED, SCANNED OR ELECTRONIC SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL. THIS AGREEMENT IS EFFECTIVE FROM THE DATE OF SIGNATURE AND APPLIES TO ALL ACTIVITIES OF THE ENTITIES THAT THE PARTICIPANT ATTENDS OR PARTICIPATES IN AT ANY TIME IN THE FUTURE, AND SHALL SURVIVE FOR THE LIFETIME OF THE PARTICIPANT. HOWEVER, IF PARTICIPANT IS A MINOR, IT MUST BE RESUBMITTED (1) UPON THE PARTICIPANT TURNING 18, OR (2) IF THE GUARDIAN OF THE PARTICIPANT CHANGES. PARTICIPANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

FOR PARTICIPANTS OF MINORITY AGE (WHO WILL BE UNDER AGE 18 AT THE TIME OF THE ACTIVITY):

This is to certify that I, as parent/guardian, with legal responsibility for the Participant, have read and explained the provisions in this Agreement to my child/ward, including the risks of presence and participation in the Activities and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to this Agreement, and myself, my spouse, and child/ward do release and agree to the terms and conditions of this Agreement including, but not limited to, to indemnify and hold harmless the Released Parties for any and all Losses incidental to my minor child's/ward's presence or participation in the Activities as provided above, direct or indirect, EVEN IF ARISING FROM THEIR NEGLIGENCE, including, without limitation, any damage to person(s) or property to the fullest extent provided by law.

BY CHECKING THE ACKNOWLEDGMENT BOX ON THE REGISTRATION FORM, I, THE UNDERSIGNED, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN OR GUARDIANS, HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.