## LA MESA INDOOR SOCCER VOLUNTARY RELEASE-WAIVER-ASSUMPTION OF RISK AND FULL INDEMNITY AGREEMENT

The undersigned participant hereinafter referred to as the "undersigned" requests and is granted the revocable permission to enter upon the premises of La Mesa Indoor Soccer, hereinafter referred to as "Owner", to participate as a player or a coach in said soccer games and/or matches, and/or practices, and/or scrimmages, and/or other 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, the undersigned of himself/herself, all personal representatives' executors, executrixes, heirs' next of kin, spouse, and assigns do hereby agree as follows:

- 1. The undersigned do hereby FULLY RELEASE, FULLY WAIVE, FULLY DISCHARGE, AND COVENANT NOT TO SUE, the operators or Owner, its officers, directors, shareholders, employees, agents, managers, attorneys, subsidiaries, independent contractors, successor or assigns, (hereinafter collectively referred to as "releasees") and each of them, from any and all claims, and/or the ordinary negligence of released, and/or the strict liability, and/or the negligence of any third party or participant which causes the undersigned injury, death, personal injury, bodily injury, property damages, or any other type or kind of injury, and/or loss, and/or damages. The undersigned 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' attorney fees and court costs) that "releasees" may incur as a result of the participation of the undersigned in any activity, and/or game, and/or match, and/or practices, and/or camps, and/or scrimmages, and/or leagues, conducted within Owners premises at any time.
- 2. The undersigned verifies that he/she is physically fit and sufficiently trained to play and compete in Owner's leagues, camps, practices, games, scrimmages, matches, and other activities and that the undersigned's physical condition for participation in Owner's leagues, camps, practices, games, scrimmages, matches, and other activities has been verified by a licensed medical doctor during the last 6 months. The undersigned verifies that he/she has and shall maintain sufficient medical insurance to cover any and all medical expenses that may arise from the undersigned's participation in the Owner's leagues or other activities and undersigned does not and shall not rely upon or look towards Owner and/or the "releasees".
- 3. The undersigned 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 the undersigned appreciates—and voluntarily assumes. The undersigned has inspected the Owner's premises and THE UNDERSIGNED VOLUNTARILY ELECTS TO ACCEPT ALL RISKS CONNECTED WITH HIS/HER PARTICIPATION IN ALL SOCCER ACTIVITIES, AS DESCRIBED ABOVE. THE UNDERSIGNED HAS READ THIS DOCUMENT CAREFULLY AND FULLY UNDERSTANDS EACH AND ALL OF ITS TERMS. THE UNDERSIGNED UNDERSTANDS THAT IT IS A RELEASE OF ALL CLAIMS. THE UNDERSIGNED UNDERSTANDS THAT HE/SHE ASSUMES ALL RISKS INHERENT IN ALL SOCCER PARTICIPATION. THE UNDERSIGNED VOLUNTARILY SIGNS HIS/HER NAME EVIDENCING HIS/HER ACCEPTANCE OF THE ABOVE PROVISIONS.

- 4. 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.
- 5. This <u>Voluntary Release Waiver Assumption of Risk and Full Indemnity Agreement</u> shall be in full force effect at all times during undersigned's participation in the soccer activities, of any kind or nature, and for whatever period of the time the undersigned participates in said activities, either continuously or from time to time, as the case may be.
- 6. 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 it's reasonable attorney fees and costs, whether or not such dispute proceeds to judgment.
- 7. Player/Participant agrees that failure to carry sufficient medical insurance shall be grounds for expulsion or exclusion from participation in facility play. Player/Participants agree to notify La Mesa Indoor Soccer, Inc. within 5 days of any changes to the information supplied regarding insurance.

Today's Date		
		Sex: M F
Print Participants Name (Legibly)	Birth Date	
Street Address	City and Zip	Zip
Phone Number	Email Address	
Signature	Team	Division
IF THE PARTICIPANT (PLAYER) NAM COMPLETE BELOW:	MED HEREIN IS UNDE	ER THE AGE OF EIGHTEEN (18) YEARS,
WAIVER-ASSUMPTION OF RISK AND On behalf of participant, myself, and part consenting to the Voluntary Release-Wait	D FULL INDEMNITY A icipant's family and all cover-Assumption of Risk	other parties as stated above. By affirming and
Print Parent's or Guardian's Name	Legibly	
Parent's or Guardian's Signature	Date	