**RELEASE AND WAIVER**

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| --- | --- | --- | --- |
| **Player Name** |  | **Birth date** |  |
| **Emergency Contact Name** |  | **Emergency Contact Phone** |  |
| **Any medical conditions?** |  |

In consideration of participating in the Soccer Without Borders Soccer clinic, the undersigned hereby understands and agrees on behalf of myself, my children, my heirs and beneficiaries, and any personal representatives, successors and assigns, that neither Soccer Without Borders, BC Newton Soccer Complex, Positive Tracks nor their program staff, program leaders, officers, administrators, volunteers, directors, agents, employees, representatives, attorneys, and successors and assigns (collectively the “Covered Parties”) shall be held liable, or responsible in any way, for any claims, actions, causes of action, suits, judgments and demands, any damage to personal property, personal injury, death or damage of any kind or nature as a result of or relating directly or indirectly to the soccer clinic. I hereby assume full and complete responsibility for the risk of any injury or accident which may occur during or relating to the soccer clinic conducted by the Covered Parties or as a result of their negligence, whether passive or active.

I understand that playing soccer involves certain inherent risks, including but not limited to the risk of possible injury, loss of life or other loss. Despite the risks, I still choose to participate in such activities. I personally assume all risks, whether foreseen or unforeseen, in connection with or relating to any harm, injury or damage that may befall me as a participant in the soccer clinic or otherwise involving the Covered Parties. It is my specific intention that none of the Covered Parties shall have any liability whatsoever as a result of or in connection with my participation in this soccer clinic. To the fullest extent permitted by applicable law, I hereby waive any claims that I might have against the Covered Parties and each of them, and release all Covered Parties from any such liability.

In addition, I hereby give my consent to Soccer Without Borders, and all other Covered Parties, to provide, through medical staff of its or their choice, such medical attention, transportation and emergency medical services as any of them may believe is warranted in the course of my participation in the soccer clinic.

Notwithstanding the foregoing, I understand and agree that none of the Covered Parties have any obligation whatsoever to provide or secure on my behalf any such medical attention, and the lack of any such medical attention or the provision thereof on a voluntary or paid basis shall be covered by the waiver and release set forth in this document. I further certify that I am in good health and that I have no physical limitations which would preclude safe participation in the soccer clinic.

By signing below, I represent and warrant that I have read and understood this Waiver and Release, am familiar with its contents and further understand that the terms herein are contractual and not a mere recital, this instrument is legally binding and I have signed this document of my own free act. I further represent and warrant that I am 18 years of age or older and legally competent to sign this Waiver and Release, or, if I am under 18 years of age or not legally competent to sign it, that it has been signed on my behalf by my parent or legal guardian. I understand this Waiver and Release shall survive the execution and delivery hereof and shall be binding on me, my legal representatives, heirs and assigns.

I HEREBY INDEMNIFY, RELEASE AND HOLD HARMLESS THE COVERED PARTIES FROM ANY CLAIM OR LAWSUIT BY ME, MY FAMILY, ESTATE, HEIRS OR ASSIGNS, ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THIS SOCCER CLINIC, INCLUDING BUT NOT LIMITED TO CLAIMS ARISING BEFORE, DURING OR AFTER THE SOCCER CLINIC, AND CLAIMS FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, OR BASED ON NEGLIGENCE OF OTHER PARTICIPANTS OR THE COVERED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AND EXECUTED IT VOLUNTARILY.

Print Participant’s Name Participant’s Signature (if over 18)

Print Parent/Guardian Name (if under 18) Parent/Guardian Signature

*Photo Release:*

I hereby give \_\_\_\_ do not give \_\_\_\_\_ my consent for the use of photographs taken of my child at the soccer clinic for purposes of promotion of Soccer Without Borders and Positive Tracks, as well as the soccer clinic itself and its purpose of supporting under-served children through sport. I release all claims which may arise in said regard.

Signature of Participant/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_