

Player Name: _____

Assumption of Risk Waiver of Liability Indemnification Agreement
(READ BEFORE SIGNING)

CLSA LLC provides **extensive soccer education and training for youth**. Some of the activities comprising CLSA LLC include soccer camps, soccer clinics, private instruction, team training, club training services for various companies, parties, game day events and competition. CLSA LLC is comprised of several programs. All CLSA LLC programs develop skills required for soccer: balance, motor ability, agility, and coordination, ball mastery, accurate passing and receiving of the ball, perception, insight and awareness.

CLSA LLC players receive top level instruction in all phases of soccer. They participate in training programs and camps both of which are aimed at developing skills in each athlete. The training, coupled with their opportunities to compete, help the athlete develop the physical skills, mental skills, and the maturity to succeed in soccer. Participants become physically fit, developing such attributes as endurance, strength, agility, quickness, balance and coordination.

While the benefits in participation in CLSA LLC are obvious, CLSA LLC feels it is important that the **CLSA LLC Participant and Parent/Guardian** understand that there are **inherent risks** in learning, training for, and playing soccer which can't be eliminated regardless of the care taken by the CLSA LLC.

The fact is that soccer is a violent contact sport that puts great stress on many parts of the body including the knees and ankles. It is impossible to list all the inherent risks of soccer. The following illustrates some but not all, of the types of risks faced by the participant: weather-related risks (e.g., hot, humid weather, cold, inclement weather, lightning, high winds); over-exertion; being struck in the head or face with the ball; being kicked; collisions with players, officials, side-line obstructions, goals, walls; participant failure to adhere to posted rules or warnings; careless, erratic, or negligent acts by co-participants; unexpected equipment failure; unknown playing surface or facility hazards or defects; errors in judgment by CLSA LLC personnel, coaches, game officials, or volunteers – including, but not limited to, misjudging participant ability or fitness level, misjudging weather conditions, failure to give adequate warnings or adequate instructions, and concentration lapses while supervising.

CLSA LLC feels that it is important that the **CLSA LLC Participant and Parent/Guardian** understand that three types of injuries can occur. Minor injuries are the most common, and include, but not limited to, muscle soreness, headaches, sprains, abrasions, cuts, black eyes, blisters, and bruises. Serious injuries are less common but can occur occasionally. They include, but are not limited to, broken bones, concussions, torn ligaments or cartilage, eye injuries, cuts, broken teeth, frostbite, hypothermia, and internal injuries. Catastrophic injuries are very rare; but CLSA LLC feels that every **CLSA LLC Participant and Parent/Guardian** should be aware of the

possibility. These infrequent injuries include, but are not limited to, Rhabdomyolysis, permanent disability, brain injury, paralysis, blindness, heart attack, stroke, and even death.

Assumption of Inherent Risks: I, the **CLSA LLC Participant and Parent/Guardian** assert that I have previously participated in soccer and/or I am familiar with the inherent risks of soccer; and I have been reminded of some of the minor and serious inherent risks by the preceding paragraphs. **I understand that all activities of CLSA LLC include inherent risks that cannot be totally eliminated** regardless of the care taken by CLSA LLC.

I **1) know, 2) understand, and 3) appreciate** the types of injuries inherent in CLSA LLC activities. I, the **CLSA LLC Participant and Parent/Guardian**, hereby assert that **participation is voluntary**, and the **CLSA LLC Participant and Parent/Guardian knowingly assume all inherent risks of the activity**.

Waiver of Liability for Ordinary Negligence of CLSA LLC: In consideration of permission to participate in CLSA LLC activities, today and on all future dates, **I, the CLSA LLC Participant and Parent/Guardian**, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the *Releasing Parties*) **do hereby waive, release, covenant not to sue and discharge CLSA LLC** [including all corporate partners and owners, directors, board members, officers, employees, volunteers, independent contractors, agents, equipment suppliers, and owners/operators of all venues] (hereafter referred to as the *Protected Parties*) **from liability from any and all claims, demands, and actions of every name and nature including those arising from the ordinary negligence (including negligent rescue operations) of the Protected Parties.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in CLSA LLC activities including, but not limited to: league play, tournaments, camps, clinics, special events, recreational, practice, and training/conditioning activities. It applies also while I am an observer or spectator and during my individual use of all facilities. This applies to all facilities, fields, equipment, and all other venues or premises including the associated sidewalks and parking lots and to 2) any and all claims resulting in the damage to, loss of, or theft of property.

Indemnification: I, the **CLSA LLC Participant and Parent/Guardian**, also **agree to hold harmless, defend, and indemnify CLSA LLC** (that is, defend and pay any judgement and cost, including investigation cost, attorneys fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in CLSA LLC activities, (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*).

I, the **CLSA LLC Participant and Parent/Guardian**, further agree to hold harmless, defend, and indemnify CLSA LLC against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant in CLSA LLC activities.

Clarifying Clauses: I, the **CLSA LLC Participant and Parent/Guardian** confirm:

- 1) This agreement **supersedes any and all previous oral or written promises or agreements**. I understand this is the entire agreement between me and CLSA LLC and that it cannot be modified or changed in any way by representatives or statements by any agent or employee of CLSA LLC.
- 2) The foregoing Assumption of Risk, Waiver of Liability, Indemnification Agreement, and Covenant Not to Sue is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.
- 3) If legal action is brought, either the state court serving Dutchess County, New York, or the United States District court for the Southern District of New York has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of New York shall apply.
- 4) I will engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of participation in CLSA LLC shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect.

Acknowledgments to Promote Participant Safety:

Health Status. The **CLSA LLC Participant and Parent/Guardian** affirm that they:

- Possess no health problems or physical disabilities that would make participation unwise or risk injury.
- Understand that CLSA LLC advises all participants to seek medical clearance prior to participation.
- Understand that it is his or her duty to inform staff and cease exercise immediately if there is any unusual discomfort (e.g., faintness, shortness of breath, high anxiety, chest pains) during participation.
- Possess sufficient skills, experience in the activity, coordination, and fitness to safely participate.

Medical Care. The **CLSA LLC Participant and Parent/Guardian** affirm that they:

- Authorize the use of first aid by the CLSA LLC staff if the CLSA LLC deems it needed.
 - Authorize the use of CPR if the CLSA LLC staff deems it needed.
- Authorize CLSA LLC to secure emergency medical care and transport if deemed necessary.
- Agree to assume all cost of emergency care and transportation.

Rules and Safety. The **CLSA LLC Participant and Parent/Guardian** agree:

- To report all injuries (even minor injuries) so that the CLSA LLC may make a record of the injury.
- To wear all recommended safety gear during participation.
- To follow all rules of the activity and of CLSA LLC.
- To inform CLSA LLC of any conduct or condition that creates a hazard for participants or others and will immediately discontinue further participation in said activity.
- That CLSA LLC has authority to halt my participation if it endangers the participant or others.

Acknowledgment of Understanding: I, the **CLSA LLC Participant and Parent/Guardian**, have read and understand this Agreement. I understand that I am **giving up substantial rights**, including the right to both participate and the parent or guardian to sue for damages in the event of death, injury or loss. I, **the CLSA LLC Participant and Parent/Guardian**, acknowledge that I am voluntarily signing this agreement, and **intend my signature to be complete release of all liability, including that due to inherent risks or ordinary negligence by the Protected Parties**, to the greatest extent allowed by the law of the State of New York. *Further, I, the Parent/Guardian, assert that I have explained the risks of the activity to my minor child and that they understand this Agreement.*

Player Name: _____

Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date: _____