

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK

1. I understand that SoccerTots, Inc. has agreed to allow me and my child to use its services, equipment and facilities on the condition that I sign this Participant Agreement, Release and Acknowledgement of Risk and I agree to be bound by its terms.
2. In consideration of the services of SoccerTots, Inc. and by signing this Agreement below, I agree to WAIVE any claims for and RELEASE and forever discharge SoccerTots, Inc., its subsidiaries, Licensees, Franchisees, agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "SOCCERTOTS") from any and all claims, demands, or causes of action, which are in any way connected to my participation in this activity or my use of SOCCERTOTS services, equipment or facilities, including any such claims which allege negligent acts or omissions of SOCCERTOTS I further agree to defend, indemnify and hold harmless SOCCERTOTS for and from any such claim.
3. I understand and acknowledge that soccer and child development activities entail known and unanticipated risk that could result in physical or emotional injury, paralysis, death and damage to myself, to property, or to third parties. I understand that such risk simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things, broken bones, sprains, strains, and other soft tissue injuries, bruises, abrasions, lacerations, dental injuries, concussions, spinal cord injuries, and death. Furthermore, I understand and acknowledge that SOCCERTOTS instructors and administrators have difficult jobs to perform. They seek to insure the safety of all participants, but they are not infallible. They might be unaware of student's fitness or abilities, and they may give inadequate warnings or instruction.
4. I expressly agree and promise to accept and assume all of the risk for my child in any activity involving the services, equipment or facilities of SoccerTots. Mine and my child's participation in any activity is purely voluntary, and I elect to participate in spite of the risk.
5. I certify that I have adequate insurance to cover any injury or damage me or my child may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I or my child have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume—and bear the cost of—all risk that may be created, directly or indirectly, by any such condition.
6. Should SOCCERTOTS or anyone acting on their behalf be required to incur attorneys fees and cost to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and cost.
7. I understand and agree that this Participant Agreement, Release and Acknowledgement of Risk is intended to be as broad and inclusive as permitted by the laws of the State of the class location, and that if any portion of it is held invalid, I agree that the remaining terms shall continue to be in full force and effect.
8. I understand that this Participant Agreement, Release and Acknowledgement of Risk is an important legal document and declare that I have read and considered it carefully. I fully understand its terms and agree that no oral representations, statements or other inducements to sign have been made apart from what is written on this form. By signing with a signature or electronic acknowledgement of this document, I acknowledge that if anyone is hurt or property is damaged during my participation in any activity involving services provided by SOCCERTOTS or SOCCERTOUCHEquipment or facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against SoccerTots, SoccerTouch, and SoccerTots INC on the basis of any claim that I have released by signing this Agreement.
9. I am signing on behalf of a minor, I hereby permit the minor listed below to participate in SOCCERTOTS activities and to use its services, equipment and facilities. I further agree to accept full responsibility for all medical expenses incurred as a result of the minor's participation and agree to release, hold harmless and indemnify SOCCERTOTS from any and all claims, demands, or causes of action brought by or on behalf of the minor which are in any way connected to the minor's participation in SoccerTots' or SoccerTouch activities or the use of SoccerTots' or SoccerTouch services, equipment or facilities.

Printed Name of Child Participant

Signature of Parent / Guardian

Date

Printed Name of Parent / Guardian