

RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in the event or activity referenced above, I acknowledge, appreciate, and agree that:

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Releasees, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5) In consideration of being allowed to participate in any way in the program, related events, and activities, I the undersigned, acknowledge, appreciate, and agree that: I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

6) We reserve the right to cancel or postpone any program or activity due to inclement weather or low enrollment. There is no refund for classes or leagues canceled due to inclement weather. Players may call to schedule a make up class for another date/time the class is offered. League games will try to be rescheduled whenever possible. If any league games are unable to be rescheduled they will be marked as a tie. There are no refunds due to injury.

A 15% service fee will be imposed for all returned checks and could result in refusal of future participation. A service fee will be applied to all refunds and withdrawals with the exception of those due to medical/illness or when player is unable to participate due to level of play in any class.

- a. Every team must have a team contact register over the age of 18 register their team at least 7 days prior to the start of the league and must have a credit card on file to hold their team spot. The credit card will not be charge unless there is a remaining team balance at the end of the session.
- b. All teams must pay the remaining balance with one check, cash or credit card payment.
- c. The team contact is responsible for any balance due for the team.
- d. If a teams registration fees are not paid according to schedule, the team may be prohibited from playing or dropped from the league, without a refund.
- e. If any player or teams check is returned, that player or team will be responsible for a \$8.00 returned check charge in addition to the amount of the original check.

7) I hereby grant The Sports Emporium/De Pere Select Soccer Inc, and their agents the absolute right and permission to use photographic portraits, pictures, digital images or videotapes of My Child, or in which My Child may be included in whole or part, or reproductions thereof in color or otherwise for any lawful purpose whatsoever, including but not limited to use in any publication or on their websites, without payment or any other consideration. I hereby waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, wherein My Childs likeness appears, or the use to which it may be applied. I hereby release, discharge, and agree to indemnify and hold harmless the The Sports Emporium/De Pere Select Soccer Inc, and their agents from all claims, demands, and causes of action that I or My Child have or may have by reason of this authorization or use of My Child's photographic portraits, pictures, digital images or videotapes, including any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said images or videotapes, or in processing tending towards the completion of the finished product, including publication on the internet, in brochures, or any other advertisements or promotional materials. I represent that I am at least eighteen (18) years of age and am fully competent to sign this Release.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE** (Sports Emporium), its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL

RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Waiver: Each rental representative must read and sign the waiver form. Signatures on the registration form signify each person has read, understands, and abides by the information and is responsible for all individuals associated with their party. There are risks associated with player and coach participation in leagues, instruction, camps and tournaments and their related activities. I release, waive, discharge and covenant not to sue the Sports Emporium/DePere Select Soccer Club, Inc., its employees or representatives, sponsors, referees and land owners from all action, suits or demands whatsoever in law or equity of demand, loss or damage on account of injury, including death, caused in whole or part by perceived or determined negligence.

CANCELLATION POLICY: A MINIMUM OF 72 HOURS NOTICE IS REQUIRED FOR ALL CANCELLATIONS FOR RENTALS AND BIRTHDAY PARTIES.

PAYMENTS ARE NON- REFUNDABLE IF THE MINIMUM 72 HOURS IS NOT GIVEN.