

**WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD
HARMLESS AGREEMENT**

In consideration of being permitted to attend and participate or allowing my minor child or attend and participate in RISE Soccer Club practices, games and other events related to being a member of a RISE Soccer Club team (collectively, the “Activities”), I hereby agree as follows:

The “Released Parties” means RISE Soccer Club, Inc., a Texas non-profit corporation and its officers, directors, employees, contractors, coaches, agents, representatives, successors and assigns.

1. I expressly, irrevocably and unconditionally acknowledge that participation in the Activities involves potential risks relating, directly or indirectly, in whole or in part to possible exposure to the COVID-19 virus (the “Virus”) that could result in illness, emotional injury or death to myself, my spouse, my children or third parties attending or present at any Activities. I understand and acknowledge that the inherent risks of undertaking any Activities due to the Virus and resulting epidemic simply cannot be eliminated without jeopardizing the essential qualities of the Activities. Accordingly, I hereby expressly, irrevocably and unconditionally acknowledge and agree on behalf of myself and the Releasing Parties that I am voluntarily participating in the Activities and further expressly, irrevocably and unconditionally acknowledge and agree that all of the Activities are undertaken at my own risk, and that **I ASSUME ALL OF THE RISKS EXISTING IN UNDERTAKING THE ACTIVITIES AS RELATING TO THE VIRUS OR OTHERWISE.** To this end, I assume all risk of illness, emotional injury or death to myself, my spouse, my children or third parties in attendance with me at any Activities that might result relating to the Virus or otherwise. I elect to participate in the Activities notwithstanding the inherent risks associated with the Activities.
2. **ON MY BEHALF AND ON BEHALF OF THE RELEASING PARTIES, I HEREBY VOLUNTARILY, FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE, AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITIES, KNOWN OR UNKNOWN, FOR ANY INJURIES, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH, OR ANY KIND OF DAMAGES INCURRED BY ME, MY SPOUSE, MY CHILDREN OR ANY THIRD PARTY IN ATTENDANCE WITH ME, MY SPOUSE OF MY CHILDREN WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH PARTICIPATION IN THE ACTIVITIES, OR ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES WHETHER RELATING TO THE VIRUS OR OTHERWISE.**
3. **ON MY BEHALF AND ON BEHALF OF THE RELEASING PARTIES, I HEREBY VOLUNTARILY, FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE, RELEASE, AND FOREVER DISCHARGE, THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITIES, KNOWN OR UNKNOWN, FOR ANY INJURIES, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH, OR ANY KIND OF DAMAGES, WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH MY MINOR CHILD[REN]’S PARTICIPATION IN ANY ACTIVITIES, OR ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES, INCLUDING THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES WHETHER RELATING TO THE VIRUS OR OTHERWISE.**
4. **I FURTHER EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT I WILL FULLY, EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES AND COSTS, ARISING OUT OF ANY KIND OF INJURY TO ME, MY SPOUSE, MY CHILDREN OR ANY THIRD PARTY ATTENDING OR PRESENT AT THE ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ILLNESS OR DEATH OR ANY OTHER DAMAGES WHICH IN ANY WAY ARISE OUT OF OR ARE CONNECTED WITH OUR PARTICIPATION IN ANY OF THE ACTIVITIES INCLUDING ALL INJURIES, ILLNESS OR DEATH CAUSED BY THE ACTS OR OMISSIONS OF THE RELEASED PARTIES WHETHER RELATING TO THE VIRUS OR OTHERWISE. SUCH INDEMNITY SHALL APPLY WHETHER THE CLAIMS, DAMAGES, LOSSES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF THE RELEASED PARTIES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH MYSELF AND THE RELEASED PARTIES, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS AN INDEMNITY BY ME TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE INJURY, ILLNESS, OR DEATH.**
5. I agree that if the attendee or participant is a minor child, this Release of Liability, Assumption of Risk, Indemnity and Hold Harmless Agreement is made on behalf of that minor child and that all of the releases, waivers and promises herein are binding on that minor child. **I represent that I have full authority as a Parent or Legal Guardian to bind the minor child to this agreement.**

6. I certify that I have adequate insurance to cover any injury or illness (or death) that I, my spouse or my child[ren] may suffer due to their participating in any of the Activities or alternatively, I agree to bear the costs of such injury or illness (or death) myself, whether relating to the Virus or otherwise. I further certify that I agree to assume the risk of any medical or physical condition that I, my spouse or my child[ren] may have, whether relating to the Virus or otherwise.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I agree that this agreement constitutes the entire agreement constitutes the sole and only agreement of the parties hereto relating to the subject matter hereof and correctly sets forth the rights, duties, indemnities and obligations of the parties as of its date and I agree that any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force or effect.
8. I agree that this agreement applies to myself, my spouse, my children, my parents, my heirs, assigns, personal representatives, and estate (collectively the "Releasing Parties").

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AGREEMENT AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND AN AGREEMENT TO INDEMNIFY. IN ADDITION, I DO HEREBY WAIVE ANY RIGHT THAT I MAY HAVE, BY OR ON BEHALF OF MYSELF, MY SPOUSE OR ANY CHILD (MINOR OR OTHERWISE), TO BRING ANY LEGAL ACTION OR ASSERT ANY CLAIM FOR INJURY OR LOSS OF ANY KIND AGAINST THE RELEASED PARTIES FOR THEIR NEGLIGENCE OR ARISING OUT OF OR RELATING TO PARTICIPATION BY ME, MY SPOUSE OR CHILD IN ANY OF THE ACTIVITIES OR ANY OTHER MATTER RELATED THERETO, OR ON ACCOUNT OF ANY INJURIES, ILLNESS, OR DEATH OR ANY OTHER DAMAGES, WHETHER RELATING TO THE VIRUS OR OTHERWISE.

IF THE PARTICIPANT IS A MINOR (UNDER THE AGE OF 18), THIS SECTION MUST BE SIGNED BY PARENT OR LEGAL GUARDIAN.

Signature _____ Today's Date _____

Print Name of Parent or Legal Guardian of Minor _____

(Parent/Legal Guardian if participant under age of 18)

Print Name of Minor Participant _____ Relation _____

IF THE PARTICIPANT IS A MINOR BETWEEN THE AGES OF 12 AND 17, THIS SECTION MUST BE SIGNED BY THE MINOR AS WELL.

Signature _____ Today's Date _____
(Minor between the ages of 12 and 17)

Print Name of Minor _____

IF THE PARTICIPANT IS AN ADULT (18 YEARS OF AGE OR OLDER), THIS SECTION MUST BE SIGNED BY THE PARTICIPANT

Signature _____ Today's Date _____

Print Name of Adult _____