RELEASE AND WAIVER OF LIABILITY, ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

("AGREEMENT")

In consideration for and in connection with being permitted to participate in activities at the facilities of and/or provided by Central New York Family Sports Centre/Utica City FC (the "Activities") I, for myself for and for my child(ren), personal representatives, assigns, heirs, and next of kin agree as follows:

- I acknowledge, agree, and represent that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in the Activities. I further agree and warrant that if at any time I believe conditions to be unsafe, or if at any time my physical condition changes, I will immediately discontinue further participation in the Activities. I authorize Releasees and other medical care provider(s) to carry out any emergency medical transport or medical care for me or my child, as may be necessary in their sole discretion, and agree to be fully responsible for any costs associated with such transport and care.

- I understand that it is my responsibility to comply with all posted procedures, including safety procedures and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease between participants and/or staff. I further understand that it is my responsibility to comply with all applicable laws and requirements imposed by federal, state, and local authorities.

- **I FULLY UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT AND OTHER RISKS AND DANGERS**, including but not limited to falling or loss of balance; striking padded or unpadded surfaces; being injured by equipment; being injured by the actions or inactions of other participants; collisions with other participants; falls due to slick or uneven surfaces; equipment failures of any kind; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of engaging in physical activity; and ACTIVITIES ARE INCLUDING BUT NOT LIMITED TO: SOCCER, LACROSSE, FLAG FOOTBALL, FIELD HOCKEY, SOFTBALL, BASEBALL, SOCCER GOLF, or any other related activity in the form of a league, camp, clinic, field rental, or other event offered at the Facility which risks may result in **SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND/OR DEATH** (collectively, "Risks"). I understand that the Risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants or staff, the conditions and settings in which the Activities take place, or the alleged or actual **NEGLIGENCE** of the Releasees named herein. I understand that the description and list of Risks in this Agreement is <u>not</u> complete, and that when participating in the Activities I may encounter Risks not described in this Agreement, known and unknown, inherent and otherwise. With a full understanding of the foregoing, **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL INHERENT AND OTHER RISKS OF INJURY AND DEATH AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I or my child incur as a result of my or my child's participation in the Activities.

- **I HEREBY RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE** THE Utica City FC/ Central New York Family Sports Centre their respective owners, investors, members, managers, shareholders, agents, directors, officers, volunteers, employees, landowners, subsidiaries, and affiliated companies (collectively, "Releasees") from **ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES TO ME OR MY CHILD ARISING FROM OR RELATED TO THE ACTIVITIES, INCLUDING INJURY OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES**. I further agree that if, despite this Agreement, I or anyone acting on my or my child's behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

- I understand that this Agreement will apply every time I participate in the Activities. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law, and will be binding on me, my assignees, subrogors, heirs, next of kin, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

Printed Name of Participant: _____

Address:_____(Street) (City) (State)(Zip)

Phone: _____

Participant's Signature (only if age 18 or over):

Date: _____

MINOR RELEASE

By signing on behalf of a minor child participant, I represent that I am that minor child's parent or legal guardian, that I am authorized to sign this Agreement on the minor child's behalf, and agree that I will defend, indemnify, and hold harmless Releasees against any claims arising from the minor participant's participation in the Activities. I acknowledge that the minor participant is bound by all the terms of this Agreement, and understand that the minor participant would not be permitted to take part in the Activities unless I agree to all terms of this Agreement.

Printed Name of Parent/Guardian: _____

Address:_____(Street) (City) (State) (Zip)

Phone: _____

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):

Date: _____