



## **RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### **Release and Waiver of Claims; Indemnification Agreement**

In consideration of being allowed to use the facilities and participate in programs and events (“Programs”) at Spokane Soccer Center at SSC LLC (“Facility”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against The Facility arising out of the Participant’s participation in the Programs or the use of any equipment provided by the Facility (“Equipment”). The Participant and his/her Parents or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and officers, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct.
- 2) **TO ASSUME ALL RISKS** of participating in the Programs and using the Equipment, even those caused by the **negligent** acts or conduct of the Facility, its owners, affiliates, operators, employees, agents, and officers. The Participant and his/her Parents or legal guardian(s) understand that there are inherent risks of participating in the Programs and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Facility, its owners, affiliates, operators, employees, agents, and officers from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Programs and use of the Equipment; and
- 4) **TO INDEMNIFY** the Facility, its owners, affiliates, operators, employees, agents, and/or officers, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in Programs and use of the Equipment.

**The Participant understands that his/her participation in the Programs is voluntary and further understands that he/she has the opportunity to inspect the Facility before any participation.**

**The Participant understands that he/she is obligated to follow the rules of the Programs and that he/she can minimize his/her risk of injury through the exercise of common sense and by being aware of his/her surroundings.**

**If, while participating in the Programs, the Participant observes any unusual hazard, which he/she believes jeopardizes his/her personal safety or that of others, he/she will remove**

**himself/herself from participation in the Programs and immediately bring said hazard to the attention of the Facility.**

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Spokane Soccer Center at SSC LLC and its counsel in any proceeding.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Parents or Guardians must also sign if the Participant is UNDER 18.

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_