



Assumption of Risk, Waiver of Liability, and Indemnification Agreement

Nature of the Activity: The United Soccer League (hereafter referred to as USL) is a professional soccer league consisting of a number of Teams in numerous states. The USL and individual Teams conduct many activities that involve participation by parties who are not employed by the teams or the league. Some of these activities include, but are not limited to, team tryouts, halftime activities at games, team promotional events, special events, soccer clinics, and soccer camps. In this document, these activities will be referred to collectively as *USL Activities*. Some of these involve participation in soccer-related activities such as games, drills, skill or fitness tests, conditioning, and soccer instruction. These activities involve vigorous physical activity and, like all physical activity, carry with them the inherent risk of injury. Some of those inherent risks are being hit in the head or face with a ball; collisions with other participants or stationary objects (such as the goals); goals overturning and striking a participant; over-exertion by a participant; heat-related illness; and unexpected extreme weather (such as lightning, tornado, high winds). Some activities may include fun games and contests, competition between attendees, and activities with which the participant is unfamiliar – all of which have inherent risks. Participants can be over-enthusiastic and be injured while caught up in the spirit of the event and trip, fall, or suffer other mishaps. Other inherent risks in all USL Activities include unexpected equipment failure; failure of safety equipment to protect; erratic or careless behavior of the participant; erratic or careless behavior of other participants; supervisory or judgment error by USL (or Team) staff, coach, instructor, referee (e.g., coach, instructor, or referee misjudging the capacity of the participant to perform an action; failure of the instructor, coach, or referee to see or recognize dangerous actions or situations, failure to spot a hazard during facility inspection).

USL/Team feels that it is important that that the ADULT PARTICIPANT [OR MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S)] (hereafter referred to as PARTICIPANT/PARENT) need to be aware that three types of injury can occur as a result of USL Activities. Most common are *minor injuries*, which include, but are not limited to, bruises, cuts, scratches, minor sprains, muscle pulls, muscle soreness, and headaches. Occasionally, a participant suffers a *major injury*, which includes, but is not limited to, eye injuries, broken bones, joint injuries (e.g., fractures, dislocations), internal organ injury, severe sprains, and concussions. And finally, while rare, there is the possibility of a *catastrophic injury*, which includes, but is not limited to, spinal injuries, injuries resulting in permanent disability, paralysis, heart attack, stroke, brain injury, and death.

Assumption of Inherent Risks: I, the PARTICIPANT/PARENT, have read the above paragraphs and **know** that USL Activities contain inherent risks which are impossible to prevent. **I understand the nature and demands** of USL Activities relative to my physical condition and skill level, and **I appreciate the types of injuries** that may occur as a result of USL Activities and their potential impact on my well-being and lifestyle. **I hereby assert that my participation is voluntary and that I knowingly assume all inherent risks.**

Waiver of Liability for Ordinary Negligence: In consideration of permission to participate in USL Activities and services, today and on all future dates, **I**, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my child, my heirs, personal representatives, and assigns [hereafter referred to as *Releasing Parties*] **do hereby release, waive, discharge, and covenant not to sue** USL, USL Teams, or league or Team owners, directors, officers, affiliates, employees, volunteers, coaches, instructors, referees, independent contractors, equipment providers, agents, and co-participants [hereafter referred to as *Protected Parties*] from liability **from any and all claims arising from the ordinary negligence** of USL/Team or the other *Protected Parties*.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from participation in USL Activities (including, but not limited to, team tryouts, halftime activities at games, team promotional events, special events, soccer clinics, and soccer camps; this includes instruction or classes, observation, use of facilities or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots); and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the PARTICIPANT/PARENT, also **agree to hold harmless, defend, and indemnify USL and Protected Parties** (that is, defend and pay any judgments and costs, including investigation costs, attorney's fees, and related expenses) from **any and all claims** of *Releasing Parties* or others acting on my behalf, arising from my participation in USL Activities (including those **arising from the inherent risks** of the activity or the **ordinary negligence** of *Protected Parties*). I further agree to hold harmless, defend, and indemnify USL and *Protected Parties* against any and all claims of co-participants, rescuers, and others arising from my conduct while participating in USL Activities or while I am on the premises used or controlled by USL/Team.

Clarifying Clauses: I, the PARTICIPANT/PARENT

- 1) Affirm this is the **entire agreement** between me and USL/Team; it can be changed only by written agreement by me and an authorized member of USL.
- 2) I further expressly agree that the foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that **if any portion thereof is held invalid**, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 3) **I also understand that if any legal action is brought, the appropriate trial court for the County of Hillsborough** in the State of Florida or the U.S. District Court for the Middle District of Florida, Tampa Division **has the sole and exclusive jurisdiction and that only the substantive laws of the State of Florida shall apply.**

Participant Agreements, Acknowledgements, and Assertions:

Health I, the PARTICIPANT/PARENT

- Acknowledge that USL urges participants to get medical clearance prior to participation in vigorous activities.
- Affirm that I have no health problems that would make participation in USL Activities unwise.
- Possess a sufficient level of skill and physical fitness for safe participation in USL Activities.
- Acknowledge that it is my duty to inform staff and cease exercise immediately in the event of unusual discomfort (e.g., faintness, shortness of breath, high anxiety, and chest pains).

Safety I, the PARTICIPANT/PARENT

- Affirm that it is my duty to cease participation if I feel a hazard or playing conditions are overly perilous.
- Will inspect the facilities and equipment and participate only if I feel they are sufficiently safe.
- Agree to participate in activities that I feel are safe.

Injury I, the PARTICIPANT/PARENT

- Agree to report all injuries, both minor and more serious ones, to USL before leaving the facility.
- Authorize USL to render emergency first aid or CPR and secure emergency medical care or transportation (i.e., EMS) when deemed necessary by USL; and I agree to assume all costs of emergency medical care and transportation.

Photo/Video/Medical Information Release I, the PARTICIPANT/PARENT

- Authorize the USL/Team to use photos or videos of participant in print or electronic marketing, advertising, and web content.
- Authorize USL/Team, in emergency situation, to release my medical history information to physician/medical services.

ADULT PARTICIPANT

Acknowledgement of Understanding: I, the Adult PARTICIPANT/PARENT have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of USL Activities or the ORDINARY NEGLIGENCE of the Protected Parties**, to the greatest extent allowed by law of the State of Florida.

_____	_____	_____	_____
Name of Adult Participant (Please Print)	Signature of Adult Participant	Date	
_____	_____	_____	_____
Emergency Contact Person	Relationship	Phone	Cell

PARENT/GUARDIAN of a MINOR PARTICIPANT

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all USL Activities. I realize that I am agreeing to let my child engage in a potentially dangerous activity. Further, **I have read and fully understand the USL Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability, including that due to the INHERENT RISKS of USL Activities or the ORDINARY NEGLIGENCE of the Protected Parties**, to the greatest extent allowed by law of the State of Florida.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of USL Activities to my minor child and that the minor understands this Agreement. The following signature of the minor affirms understanding of the inherent risks of USL Activities and the voluntary assumption of these risks.

_____	_____	_____
Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
_____	_____	_____
Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
_____	_____	_____
Name of Minor Participant	Signature of Minor Participant	Age Date of Birth Date