



## RELEASE, INDEMNITY, AND ASSUMPTION OF RISKS AGREEMENT

Welcome to Central Virginia United Soccer, Inc. (referred to herein as "CVU"). Before you or your child may participate with any of our teams or in any of our camps, tournaments, or other programs (collectively referred to herein as the "Soccer Programs"), you must read and promise to be bound by the following terms of this agreement. **References to "you" and "your" include you or your child, or both, as applicable, in the most inclusive manner.** This agreement is legally binding upon you, and contains important waivers of certain rights you may have. Accordingly, you should thoroughly read each of the provisions of this agreement and understand the entire agreement before you sign below.

- I. **Notification of Risks** – The Soccer Programs are inherently dangerous in their nature and may be ultra-hazardous to your health. Participation in the Soccer Programs is hazardous and will expose you to risks that may result in your injury, illness, or death. These risks include, but are not limited to unpredictable reactions of your respiratory, cardiovascular, and musculoskeletal systems, physical exertion or over-exertion, the possibility that while safe for others, a particular activity or program is not safe for you personally, the design and condition of any equipment used or any fields, goals, team benches, and related structures, loss of control of equipment by you or others, falling, and collisions with staff, other participants, spectators, goals, team benches, seats, shade canopies, or other people or things (whether moving or stationary). You are also exposed to risks from failures of equipment, whether your own, CVU's, or that of other participants or spectators in the Soccer Programs. Ordinary use of such equipment and participation in the Soccer Programs can result in cosmetic or more serious injuries such as scraping, scratching, blistering, or puncture of the skin and other organs, dehydration, exposure to infectious diseases, injuries to the musculoskeletal system, such as cramping, tearing, ripping, or breaking of muscles, tendons, ligaments, or bones, concussions and other brain injuries, and problems affecting your respiratory, cardiovascular, nervous, and other bodily systems, all of which may result in other serious conditions such as paralysis, stroke, and heart attacks, among many others. All of the foregoing risks can result in your serious physical injury, illness, permanent disability, or even death. Injuries are a common and ordinary occurrence to those who participate in the types of activities and programs provided by the Soccer Programs. You acknowledge all of the foregoing risks, and that it is impossible to anticipate or avoid all of the risks inherent in the Soccer Programs.
- II. **Assumption of Risks** – In spite of the risks involved in participating in the Soccer Programs, and in consideration of being allowed to participate in those programs, **YOU FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, ILLNESS, OR DEATH** that may result from your participation in any Soccer Programs.
- III. **Release and Waiver of Claims** – Given the risks associated with your participation in the Soccer Programs and your assumption of those risks, you hereby agree to release and to waive your rights to recover against, and to indemnify, defend and hold harmless Central Virginia United Soccer, Inc., and all of its officers, directors, employees, agents, and servants, from and for any and all damages, losses, claims, causes of action, suits, demands, costs, and complaints, including those resulting from your illness, injury, and/or death, (i) arising as a result of, or relating to your participation in the Soccer Programs, (ii) occurring during any time you are on the property of CVU, and/or (iii) occurring while you are being transported for medical care or receiving medical care in accordance with section numbered 6 below ("Damages"). Your obligations under this paragraph shall not be limited or reduced in any way because any Damages arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty by CVU, or any of its officers, directors, employees, agents, or servants, except for gross negligence and intentional injuries.
- IV. **Covenant Not to Sue** – You promise and agree that you will not sue CVU, or any of its officers, directors, employees, agents, and servants for any Damages released and waived by you in the preceding paragraph. You further agree that CVU may plead this agreement as a full and complete defense to any suit brought in violation of this promise.



- V. Indemnification** – You hereby agree to indemnify, defend, and hold harmless CVU, and all of its respective officers, directors, employees, agents, and servants, from and for any and all damages, losses, claims, causes of action, suits, demands, costs (including attorney’s and opinion witness fees), and complaints, arising as a result of or relating to, any of your actions or omissions, including any breach of this agreement, or which you may otherwise cause, in whole or in part.
- VI. Medical Treatment** – You authorize CVU and/or its personnel to seek medical attention or care on your behalf or to transport you or cause you to be transported to a medical facility or hospital. However, you agree that CVU has no obligation to seek or provide such medical care for or to you. In the event CVU seeks transportation and/or medical care on your behalf, you agree to pay all charges related to such transportation and/or medical care. You further agree to indemnify and hold harmless CVU from all such charges.
- VII. Responsibility to Advise Staff of Health Conditions.** You agree to advise CVU staff of any and all physical and/or health related conditions you have which may affect your ability to participate safely in any Soccer Programs, whether asked or not. You agree to consult your own physician before participating in any Soccer Program to be certain that you are aware of any physical or medical condition of your own which may add to the risk of illness, injury, or death as a result of your participation. If requested by CVU staff at any time, you agree to obtain your own physician’s written approval for you to participate, or continue to participate, in such activities and programs.
- VIII. Equipment Recommended by Your Physician** – You agree to obtain (at your own expense) and use, without the necessity of any reminder to do so by CVU staff, any and all equipment which your physician directs or recommends for you when participating in any Soccer Programs.
- IX. Your Responsibility to Communicate** – You recognize and agree that while participating in Soccer Programs you may experience symptoms of physical or medical problems which are not evident to CVU staff or others, and you agree that if you do, you will stop your participation immediately and alert CVU staff of your symptoms. You also acknowledge and agree that you have the right to stop or reduce your level of exertion at any time (whether being urged by staff or others to continue or not), and that you will do so immediately if you become uncomfortable in any way, or if you have any concern about whether you should continue.
- X. Personal Behavior** – You agree to comply with all instructions given to you by CVU staff. You agree you will not engage in any reckless or abusive behavior, as determined by CVU staff. Persons under the influence of drugs or alcohol are not permitted to participate in Soccer Program activities. You agree your failure to comply with the requirements of this paragraph may result in your removal from CVU’s facilities and expulsion from the Soccer Programs, without refund of any fees.
- XI. Severability / Modification / Interpretation** – In the event any section or sections of this agreement is or are found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you. This agreement may be modified only in a writing signed by an authorized agent of CVU. Any alleged verbal modification of your obligations resulting from this agreement is void. The use of the term “and/or” herein shall be construed to impose the greater obligation upon you.
- XII. Binding on Successors** – Each of your promises and agreements contained herein is binding on your assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.
- XIII. Forum for Disputes** – You agree that any and all disputes between you, and CVU or its officers, directors, employees, agents, and servants arising from your participation in the Soccer Programs, including your illness, injury, or death, or any dispute regarding this agreement will be governed by the Laws of the Commonwealth of Virginia, notwithstanding its choice of law provisions. You further consent to the exclusive jurisdiction of the Virginia State Courts. You agree that the venue for any such dispute between you and CVU will be in the state court located in Campbell County, Virginia and that you waive your right to a trial by jury.
- XIV. Duration of Promises** - You agree the promises and agreements you make in this agreement are



binding upon you now and any time you participate in the Soccer Programs in the future.

- XV. Accident Investigation** – In the event you witness or are involved in an accident or event resulting in property damage or personal injury of any kind, no matter how insignificant it may seem, you agree to immediately report such accident or event to a CVU employee and to cooperate in the investigation of the accident or event.
- XVI. Use of Names and Images** – By signing this form and participating in the Soccer Programs you hereby consent to CVU's use of your name, portrait and/or picture for advertising, purposes of trade, and all other commercial purposes.

**I have carefully read and I understand all of the terms above. If the participant is under age 18, I am signing on his or her behalf, to bind him or her to the terms of this agreement and I promise that I have the authority to do so.**

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Printed Name of Participant (referred to above as "You" or "you")

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Printed Name of Parent

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Participant Date of Birth

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Signed Name of Participant if 18 or older **OR**  
Signed Name of Parent if participant is under 18

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Date