

**WAIVER AND INDEMNIFICATION**



Club Name: (please print) \_\_\_\_\_

Participant's Name: (please print) \_\_\_\_\_

**Waiver:** In consideration of the U.S. Soccer Development Academy (hereafter "Development Academy") accepting the enrollment of Participant in a Development Academy Program and services of the Development Academy, Participant and his/her Parent/Guardian, on behalf of Participant's heirs, next of kin, personal representatives, and/or assigns, promise not to sue or bring any action against the Development Academy, the United States Soccer Federation, Inc. ("USSF"), its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors of agents, and release each of them from all liability in connection with all claims for (1) personal injury or illness (including death) and (2) damage to, or loss or theft of, property (including personal items, car and money), arising from Participant's enrollment in or participation with the Development Academy Program. This release shall include claims relating to: receipt of medical care or treatment for any physical or mental condition; use of facilities, services, premises and equipment; exposure to inclement weather; and Participant's negligence, willful misconduct, or criminal behavior; involvement in accidents.

**Publicity Consent:** Participant and Parent/Guardian consent to all recording, photographing and filming of Participant and all agree that the Development Academy can use these recordings and images at any time and in any manner without payment to, or additional consent of Participant or Parent/Guardian.

**Indemnification:** Participant and Parent/Guardian also agree to indemnify and hold harmless the Development Academy, USSF and its affiliated companies and each of their members, directors, officers, employees, volunteers, sponsors, independent contractors and agents, from all claims and amounts related to legal and other action brought against the Development Academy or USSF for damages caused by Participant (i.e. for damages incurred while fighting with another participant) and to reimburse the Development Academy or USSF for any expenses incurred for claims brought against the Development Academy or USSF as a result of Participant's enrollment in or participation with the Development Academy Program, to the extent those damages are attributable to the gross negligence or willful misconduct of Participant.

**Severability and Venue:** Participant and Parent/Guardian further expressly agree that this waiver is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the remaining portion of the waiver will continue in full force and effect. Also, Participant and Parent/Guardian agree that all disputes must be resolved using binding arbitration and take place at the office of the American Arbitration Association located nearest to Chicago, Illinois.

**Acknowledgment of Understanding:** Participant and Parent/Guardian have read this waiver and fully understand its terms. Participant and Parent/Guardian understand that Participant is giving up rights, including the right to compensation for injury resulting from negligence of the Development Academy or USSF. Participant and Parent/Guardian acknowledge that they are signing the agreement freely and voluntarily, and intend their signatures to be a complete and unconditional release of all liability to the greatest extent allowed by law. Signing this waiver as Parent/Guardian, I acknowledge that I am consenting to Participant's participation in the Development Academy Program and represent to the Development Academy and USSF that I understand all risks are expressly assumed by Participant and myself and all related claims are expressly waived in advance, other than claims not covered herein.

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

**AGREEMENT TO PARTICIPATE**

**Assumption of Risks:** Physical activity, by its very nature, carries with it certain dangers and risks that cannot be eliminated regardless of the great care taken to prevent or minimize harm. The Development Academy Program is for the sport of soccer and related activities such as strength training, running and other aerobic activities. Some of these activities involve strenuous exertions of strength using various muscle groups, some involve quick movements involving speed and change of direction, some involve potential contact with equipment, fixed objects (e.g. goals), other participants (including participants that are older or younger and who may be larger or smaller in terms of weight and height) and various surfaces types, and others involve sustained physical activity that places stress on the cardiovascular and nervous systems. The specific risks vary from one activity to another, but in each activity the risks range from (1) minor injuries such as cuts, bruises, muscle strains and sprains, to (2) major injuries such as broken or fractured bones, concussion or lost teeth, to (3) catastrophic injuries, such as heart attacks or fractured skull or those that cause disfigurement, loss of mental capacity, loss of sight, speech or hearing, paralysis or death.

In addition, by participating in the Development Academy Program, Participant may be exposed, or expose others, to contagious and potentially harmful or deadly disease such as influenza, common cold, chicken pox, meningitis or measles. Participant will also be exposed to risks while traveling (such as in vans when traveling to and from competitions, social events or the airport), exposure to large crowds (such as at a competition) and exposure to risks related to receipt of treatment for any physical or mental conditions.

Participants and Parent/Guardian have read the previous paragraphs and (1) understand the nature of the activities in the Development Academy Program, (2) understand the demands of those activities relative to the physical condition and skill level of Participant and (3) appreciate the types of injuries and illnesses and risks related to treatment for any physical or medical condition which may occur as a result of participation in the Development Academy. Participant and Parent/Guardian hereby assert that participation in the Development Academy and use of their facilities and services is voluntary and that Participant and Parent/Guardian knowingly assume all related risks.

**Acknowledgment of Rules and Standards of Conduct:** I understand that Development Academy has rules and standards of conduct that are set forth in the Development Academy Regulations and Disciplinary Code. I agree to abide by these rules and standards for the safety of all participants, staff, guests and employees.

**Acknowledgment of Understanding:** Participant and Parent/Guardian have read this agreement to participate and fully understand its terms. Participant and Parent/Guardian acknowledge freely and voluntarily signing the agreement to participate and intend the signature to signify a complete assumption of the inherent risks of participating in or observing activities for the Development Academy Program to the greatest extent allowed by law in the State of Illinois.

In signing this assumption of risk agreement as Parent/Guardian, I acknowledge that I am consenting to Participant's participation in the Development Academy and acknowledge that Participant and Parent/Guardian expressly assume all inherent risks of the activity.

Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_