

New Providence Soccer Club

PO Box 696 New Providence, NJ 07974

www.npsoccerclub.org ③ info@npsoccerclub.org

Medical Release and Waiver of Liability

, (hereinafter the "Participant") recognize the possibility Ι, of injury or illness by participating in any way in the New Providence Soccer Club programs and activities (hereinafter the "Programs"), and in consideration of New Providence Soccer Club accepting me as a coach, volunteer, trainer, or player in the Programs, I freely and voluntarily, and with full understanding of the consequences, consent to the risks associated with participation in the Programs. Further, I, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, hereby RELEASE, WAIVE, DISCHARGE AND **COVENANT NOT-TO-SUE** New Providence Soccer Club, its member organizations (the Programs) and sponsors, their directors, officers, employees, associated personnel, other participants, and volunteers, including the owners/lessors of fields and facilities utilized for the Programs (hereinafter collectively, the "Releasees"), and hereby indemnify and hold harmless the Releasees from and against any and all liability, claims, demands, actions, and causes of action whatsoever, arising directly or indirectly out of, related to, or as a result of any loss, damage or injury, including but not limited to death, that may be sustained by or on behalf of the Participant as a result of participation in the Programs, and/or being transported to or from the Programs, which transportation is hereby authorized, whether such claims are caused in whole or in part by the negligence, gross negligence or other act, omission or conduct on the part of New Providence Soccer Club or its directors, officers, associated personnel, volunteers, other participants, or otherwise.

In consideration of being allowed to participate in any way in the Programs, related events and activities, I, the undersigned, for myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, hereby acknowledge, appreciate, and agree that I am aware there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19), and/or any mutation or variation thereof, and I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, WAIVE, INDEMNIFY, AND HOLD HARMLESS New Providence Soccer Club and the Releasees from any and all claims, demands, losses, and liability arising out of or related to any illness, injury, disability or death related to COVID-19 that I or the Participant may suffer, WHETHER ARISING FROM THE NEGLIGENCE OF NEW PROVIDENCE SOCCER CLUB OR THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. For myself and on behalf of my heirs, assigns, personal representatives, executors, administrators, and next of kin, I hereby recognize that I may be at a higher risk of contracting COVID-19 as a result of participating in the activities, events and opportunities offered by New Providence Soccer Club and the Programs, and hereby assume the risk that I may contract COVID-19.

I have received a physical examination from a physician and have been found physically capable of participating in the Programs. I have provided written notice, which was submitted in conjunction with this Release and attached hereto, setting forth any specific issue, condition, or ailment, in addition to what is specified in the New Providence Soccer Club Medical Release Form, that may impact my participation in the Programs. I give my consent to have an athletic trainer and/or doctor of medicine or



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dentistry provide me with medical assistance and/or treatment during my participation in the Programs. I understand that I, my heirs, assigns, personal representatives, executors, administrators, and next of kin, will be responsible financially for the reasonable cost of such medical assistance and/or treatment I receive during participation in the Programs.

By signing below I acknowledge and represent that I have read this Medical Release and Waiver of Liability set forth herein, that I understand it, and that I sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; that I am sufficiently informed about the risks involved in participating in the events and activities offered by New Providence Soccer Club and the Programs to decide whether to sign this document; that no oral representations, statements, promises or inducements, apart from the foregoing written agreement, have been made; that I am at least eighteen (18) years of age and fully competent to execute this document; and that I execute this document for full, adequate, and complete consideration, with the intent to be fully bound by the same.

I agree that this Waiver of Liability shall be governed by and construed in accordance with the laws of the State of New Jersey, and that if any of the provisions set forth herein are found to be unenforceable, the remainder of this Waiver of Liability shall be enforced as fully as possible and the unenforceable provision(s) shall be reformed or modified to a reasonable extent required to permit enforcement of this Waiver of Liability as a whole.

Participant Name

Participant Signature (if over 18)

X_____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian for ______ (name of Participant), have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this **Medical Release and Waiver of Liability**.

Parent/Guardian Name

Parent/Guardian Signature

X_____

Date