

ASSUMPTION OF RISK

Training for and playing soccer carries with it certain dangers and risks that cannot be eliminated regardless of the care taken to prevent or minimize harm. Soccer is a vigorous team sport involving severe cardiovascular stress, exertions of strength using various muscle groups, quick movement involving speed and change of direction, and potential contact with equipment, fixed objects, and other participants (including participants that are older or younger and may be larger or smaller in terms of height and weight). The specific risks vary from (1) minor injuries such as cuts, bruises, muscle strains or 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. Participants may also be exposed, or expose others, to contagious and potentially harmful or deadly diseases such as influenza, common cold, chicken pox, meningitis or measles.

In addition, Participants may also be exposed to risks while travelling for club activities including vehicular accidents and those risks arising from hotel stays; exposure to large crowds; and exposure to risks related to the receipt of treatment for any physical or mental condition.

By signing this statement the Participant and his or her Parent/Guardian acknowledge that they have (1) read the previous paragraph (2) understand the nature of the activities offered by the Rapids; (3) understand the demands of those activities relative to the physical condition and skill level of Participant; (4) appreciate the types of injuries and illnesses that could occur and (5) understand the risks related to travel and treatment which may occur as a result of participation with the Rapids. **Participant and Parent/Guardian hereby acknowledge that participating with the Rapids and use of their facilities and services is voluntary and that Participant and Parent/Guardian knowingly and expressly assume all related risks**.

Print Parent/Guardian Name	
Parent/Guardian Signature	Date
Participant Signature (if 18 or over)	_ Date

WAIVER AND RELEASE OF LIABILITY

<u>WAIVER</u>: In consideration of the Carolina Rapids (hereafter, "Rapids") permitting "______" (hereafter "Participant") to participate in the programs, activities, training and events offered by the Rapids, the Participant and his/her Parent/Guardian, on behalf of the Participant's heirs, next of kin, personal representatives, and/or assigns, promise not to sue or bring any action against the Rapids, its affiliated companies, or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents and release each of them from all liability in connection with all claims including but not limited to 1) claims for personal injury or illness (including death), 2) damage to or loss or theft of property (including personal items, car and money); and 3) criminal acts of third parties arising from Participant's enrollment in or participation with any Rapids program, training, event or activity.

<u>SEVERABILITY AND CHOICE OF LAW</u>: Participant and Parent/Guardian understand that this waiver is intended to be as broad and inclusive as permitted by the laws of North Carolina and agree that if any portion is held invalid, the remainder of the waiver will continue in full force and effect. Participant and Parent/Guardian also agree that all disputes will be governed by the laws of the State of North Carolina.

<u>INDEMNIFICATION</u>: Participant and Parent/Guardian further expressly agree to indemnify and hold harmless the Carolina Rapids, 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 Rapids for damages caused by Participant (i.e., for damages incurred while fighting with another participant) and to reimburse the Rapids for any expenses incurred for claims brought against the Rapids as a result of Participant's participation with the Rapids' Programs.

<u>ACKNOWLEDGMENT</u>: Participant and Parent/Guardian acknowledge that they have read this WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT and that they fully understand that by signing this form, Participant and Parent/Guardian are giving up legal rights and/or remedies which may be available for ordinary negligence of the Carolina Rapids, its affiliated companies or any of their members, directors, officers, employees, volunteers, sponsors, independent contractors or agents.

Print Parent/Guardian Name	
Parent/Guardian Signature	Date
Participant Signature (if 18 or over)	Date