

RELEASE, INDEMNIFICATION AND ASSUMPTION OF RISKS AGREEMENT –

TO BE SIGNED BY THE PARENT OR LEGAL GUARDIAN OF ALL MINOR PARTICIPANTS AND ALL STUDENT PARTICIPANTS

Agreement to participate in soccer/sports (sport activities). Before your child may participate in any sport activities at Liberty University, Inc. (herein "Liberty University"), you must read and promise to be bound by the following terms of this agreement. This agreement is legally binding upon you and contains important waivers of certain rights you and your child may have. Accordingly, you should thoroughly read each of the provisions of this agreement and understand the entire agreement before you sign your name below.

- 1. Notification of Risks** – Participation in sport activities will expose your child to risks of injury or even death. Engaging in club sport activities is inherently dangerous and may be ultra-hazardous to your child's health. Club sport activities are **HAZARDOUS** and expose your child to risks that may result in your child's significant injury or death. These risks include, but are not limited, harm caused by collision with another player or his or her equipment; harm caused by incidents during travel to and from practices, games or events, and dehydration during practices, games or events. Any padding, helmets or equipment your child is provided or required to wear does not necessarily protect him or her from injury or death. Injuries are a common and ordinary occurrence to those who participate in the types of activities associated with club sports. On your and your child's behalf, you acknowledge all of the foregoing risks. If your child finds any condition associated with his or her participation in club sports that is unacceptable to him or her, you agree your child will immediately notify a Liberty University employee and refrain from further participation until the condition is properly addressed.
- 2. Assumption of Risks** – In spite of the risks involved in participating in club sports activities, and in consideration of being allowed to participate in those activities, **YOU, ON YOUR AND YOUR CHILD'S BEHALF, FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** that may result from participating in club sport activities, including without limitation, games, training, running, weight lifting, practices, events and travel to and from the same.
- 3. Release and Waiver of Claims** – Given the risks associated with your child's participation in club sport activities and your assumption of those risks, you hereby agree to release, to waive your and your child's rights to recover against, and to indemnify, defend and hold harmless Liberty University, Soccer Mania, LLC and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child's illness, injury, and/or death, (i) arising as a result of, or relating to your child's participation in club sport activities, (ii) occurring during any time your child is on the property of Liberty University, (iii) occurring or arising as a result of travel to and from other venues for any club sport game or event, (iv) occurring during any time your child is at another venue for any club sport game or event, and/or (v) occurring while your child is being transported for medical care or receiving medical care in accordance with section numbered 6 below. Your obligations under this paragraph shall not be limited or reduced in any way because any of the damages, losses, claims, causes of action, suits, demands, complaints, including those resulting from your child's illness, injury, and/or death, arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty by Liberty University, Soccer Mania, LLC or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers.
- 4. Covenant Not To Sue** – You promise and agree that neither you nor your child will sue Liberty University, Soccer Mania, LLC or any of its operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from your child's illness, injury, and/or death, released and waived by you in the preceding paragraph. You further agree that Liberty University may plead this agreement as a full and complete defense to any suit brought in violation of this promise.
- 5. Indemnification** – Given your acknowledgment of the risk associated with your child's participation in club sport activities, you hereby agree to indemnify, defend, and hold harmless Liberty University, Soccer Mania, LLC and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, 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 child's actions or omissions, or which your child may otherwise cause, in whole or in part.
- 6. Medical Treatment** – You authorize Liberty University, Soccer Mania, LLC and/or its personnel to seek medical attention or care on your child's behalf or to transport or cause your child to be transported to a medical facility or hospital. However, you agree that Liberty University has no obligation to seek or provide such medical care to your child. In the event Liberty University seeks transportation and/or medical care on your child's behalf, you agree to pay all charges related to such transportation and/or medical care. You further agree to indemnify and hold harmless Liberty University, Soccer Mania, LLC from all such charges.
- 7. Personal Equipment** – In the event your child brings any equipment or personal property to any sport activity, you agree to assume all risks associated with the use of such equipment or property. You agree Liberty University, Soccer Mania, LLC is not responsible for any loss or theft of, or damage to any of your child's equipment or personal property.
- 8. Safety Equipment** – You agree your child will use all safety equipment provided to him or her by Liberty University and Soccer Mania, LLC personnel.
- 9. Severability / Modification** – In the event any section or sections of this agreement, or portions thereof, is (are) found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you and your child. This agreement may only be modified in a writing signed by an officer of Liberty University. 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 great obligation upon you.

