

Soccer Factory, LLC

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I ACKNOWLEDGE AND UNDERSTAND THAT SOCCER FACTORY, LLC DOES PROVIDE SERVICES AND ACTIVITIES (hereinafter "Services") INCLUDING, BUT NOT LIMITED TO TRAINING, RENTALS, LEAGUES, AND OTHER PHYSICAL ACTIVITIES, AND I DO HEREBY ASSUME ANY AND ALL RISKS OF PARTICIPATING IN ANY AND ALL SERVICES ASSOCIATED WITH, OR PROVIDED BY, OR LOCATED AT THE PREMISES OF, SOCCER FACTORY, LLC, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released; any risks that may arise from dangerous or defective equipment or property owned, maintained, or controlled by them; any risks that may arise from dangerous or defective equipment or property rented, leased, or borrowed by them, whether personal or real property; or because of their possible liability without fault.

I acknowledge that said Services are of a physical nature and do carry the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain; facilities; temperature; weather; condition of participants; equipment; vehicular traffic; vehicular transportation; actions of other people including but not limited to, participants, volunteers, spectators, coaches, or other individuals associated with the Services; bodily overheating; and lack of hydration.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Services, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by SOCCER FACTORY, LLC and any of its owners, directors, officers, employees, volunteers, representatives, agents, contractors, or other individuals or entities providing said Services on its behalf.

IN CONSIDERATION OF PERMITTING MY PARTICIPATION IN THE SERVICES, I, AND ANY OF MY EXECUTORS, ADMINISTRATORS, HEIRS, NEXT OF KIN, SUCCESSORS, AND ASSIGNS, DO KNOWINGLY WAIVE, RELEASE, AND DISCHARGE FROM ANY AND ALL LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY ARISING FROM THE NEGLIGENCE OR FAULT OF THE ENTITIES OR PERSONS RELEASED, FOR MY DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME AS A RESULT OF MY PARTICIPATION IN THE SERVICES, MY TRAVEL AS PART OF THE SERVICES, OR MY PRESENCE IN PREPARATION OF PARTICIPATION OR TRAVEL REGARDING THE SERVICES, THE FOLLOWING ENTITIES OR PERSONS: SOCCER FACTORY, LLC AND/OR ITS OWNERS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, AGENTS, CONTRACTORS, OR OTHER INDIVIDUALS OR ENTITIES PROVIDING SAID SERVICES ON ITS BEHALF; I FURTHER FULLY INDEMNIFY AND HOLD HARMLESS FROM DAMAGES SAID ENTITIES AND INDIVIDUALS FROM ANY AND ALL LIABILITIES OR CLAIMS MADE AS A RESULT OF MY PARTICIPATION IN, TRAVEL FOR, OR PRESENCE IN PREPARATION OF PARTICIPATION OR TRAVEL REGARDING THE SERVICES, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.

I acknowledge that SOCCER FACTORY, LLC and its owners, directors, officers, employees, volunteers, representatives, agents, contractors, or other individuals or entities providing said Services on its behalf are NOT responsible for the errors, omissions, acts, or failures to act of any other party or entity acting on their behalf.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness incurred during or related to the Services.

I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video, or likeness to be used for any legitimate purpose by SOCCER FACTORY, LLC or its assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide indemnification, release, and waiver to the maximum extent permissible under the law of the Commonwealth of Kentucky. Venue for litigation involving any dispute regarding the Services or this Accident Waiver and Release of Liability Form shall be in the appropriate state court located in Graves County, Kentucky, or the United States District Court for the Western District of Kentucky. Any indemnified party shall be entitled to recover from the indemnifying party any and all costs and expenses incurred in seeking performance of the terms of this agreement and shall be entitled to recover reasonable attorney's fees incurred in the same.

PARENT OR GUARDIANS FOR MINORS (UNDER 18 YEARS OF AGE)

The undersigned parent and/or natural guardian or legal guardian does hereby represent and warrant that he/she is, in fact, acting in such capacity; does have legal authority to enter into this Accident Waiver and Release of Liability on behalf of the participant and does in fact enter into this agreement on behalf of the participant; and agrees to save, hold harmless and indemnify each and all of the indemnified parties referred to above from any and all liability, loss, claim or damage whatsoever, also including reasonable attorney's fees, which may be imposed upon said indemnified parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor participant.