

- 1. IN CONSIDERATION of being permitted to participate in any US Soccer 5 LLC, a Florida Limited Liability Company (hereinafter referred to as "Soccer 5") activity, which includes my or my minor child's voluntary participation in organized soccer, I and/or my minor child, our personal representatives, assigns, heirs and next of kin hereby agree as set forth herein:
- 2. I/WE ACKNOWLEDGE, agree and represent that I and/or my minor child understand the nature of Soccer 5 and that I and/or my minor child are qualified, in good health, and in proper physical condition to participate in such activity, I further agree that if at any time I believe conditions or equipment to be unsafe, I and/or my minor child will immediately discontinue further participation in the activity;
- 3. I/WE FULLY UNDERSTAND THAT: (A) SOCCER 5 ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (B) THESE RISKS AND DANGERS MAY BE CAUSED BY ME AND/OR MY CHILD'S OWN ACTIONS, OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY, THE CONDITION IN WHICH THE ACTIVITY TAKES PLACE, OR THE ACTS OR THE NEGLIGENCE OF THE "RELEASEES" AS THAT TERM IS DEFINED IN PARAGRAPH 5 BELOW; (C) THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES EITHER NOT KNOWN TO ME OR NOT READILY FORESEEABLE AT THIS TIME; AND (D) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I AND/OR MY MINOR CHILD INCUR AS A RESULT OF MY OR MY MINOR CHILD'S PARTICIPATION IN THE ACTIVITY;
- 4. I/WE HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS, AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" AS THAT TERM IS DEFINED IN PARAGRAPH 5 BELOW;
- 5. I/WE HEREBY release, discharge, and covenant not to sue US SOCCER 5 LLC, their respective member teams and leagues, their administrators, directors, agents, officers, volunteers, team members and employees, other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises upon which the activity takes place, and other agents, estates, executors or personal representatives (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence or acts or inactions of the RELEASEES or otherwise, including negligent rescue operations; and I further agree that if, despite this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, I and/or my minor child, or anyone on my and/or my minor child's behalf, makes a claim against any of the RELEASEES, I/WE will indemnify, save and hold harmless each of the RELEASEES from litigation expenses, attorney's fees, loss, liability, damage or costs which any RELEASEES may incur as the result of such claim.
- 6. I/WE FURTHER agree that I am the organizer/captain of a team or group of participants/players ("Captain") and that, as Captain, I am responsible for organizing the game(s) or event(s) of a Soccer 5 activity on behalf of myself and such team or group of participants/players. As Captain, I/WE further agree that it is my/our obligation to ensure that all such other participants/players that are participating with me in any Soccer 5 activity fully execute a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement prior to participating in any Soccer 5 activity. In the event that all other participants/players that are participating with me in any Soccer 5 activity do not fully execute a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement prior to participating in any Soccer 5 activity or that some or all of such releases are invalid, I will indemnify, save and hold harmless each of the RELEASEES from all claims arising out of the participation in Soccer 5



activity by such other participants/players who do not fully execute a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement prior to participating in any Soccer 5 activity, including litigation expenses, attorney's fees, loss, liability, damage or costs which any RELEASEES may incur as the result of such claim.

- 7. I/WE FURTHER agree to follow the rules of conduct and play set by Soccer 5 and acknowledge that failure to do so may result in suspension from participation.
- 8. CONSENT: the undersigned parent or guardian/participant does hereby grant authority to the staff of Soccer 5 to render a judgment concerning medical assistance or hospital care in the event of an accident or illness during my absence.
- 9. I/WE HAVE read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I and/or my minor child have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Agreement is held to be invalid, the remaining portions thereof shall continue in full force and effect.
- 10. I/WE DO HEREBY authorize Soccer 5 and its agents or assigns to utilize any and all photographs, pictures or other likeness of me or anyone assigned guardianship to me, as they deem appropriate in its promotional materials or team films.
- 11. I/WE DO HEREBY WAIVE ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.
- 12. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren) and I may be exposed to or infected by COVID-19 by attending the Miami Dade County Park where Soccer 5 operates and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Soccer 5, Miami Dade County, Broward County, Palm Beach County employees, volunteers, and program participants and their families.
 I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Soccer 5 location or participation in Soccer 5 programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Soccer 5, Miami Dade County, Broward County and Palm Beach County, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.
- 13. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Soccer 5, Miami Dade County, Broward County, Palm Beach County, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of their programs.
- 14. This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement shall remain in full force and effect and may only be terminated upon thirty (30) days written notice by the undersigned to



US Soccer 5, LLC via Certified Mail Return Receipt Requested to: U.S. Soccer 5, LLC, c/o Samuel A. Persaud, Registered Agent, 31 Ocean Reef Drive, Suite A-201, Miami, FL 33037

By my signature, I certify that I have read and acknowledge the foregoing Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement.

For those individuals under the age of eighteen (18) years (minor):

As the parent and natural guardian or legal guardian of the participant, I hereby agree to the foregoing Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement for, and on behalf of, the participant (player/minor) named herein. I hereby bind myself, the minor, and all other assigns to the terms of the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. I represent and certify that I have the legal capacity and the authority to act for, and on behalf of, the minor in the execution of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement