

Release, Indemnification & Hold Harmless

In consideration of participating in the sport of soccer, and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence MUTH UNITED FC, INC. and its owners, directors, officers, employees, agents, volunteers, participants and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representatives and estate, and also agree as follows:

1. I acknowledge that the sport of soccer involves known and unanticipated risks which could result in physical or emotional injury, paralysis, permanent disability, death and property damage. Risks include, but are not limited to, broken bones, torn ligaments, bruises, and other bodily injuries caused by contact with soccer balls, other participants, referees, spectators, structures—such as goals—or other obstacles on the field or sidelines; uneven ground; medical conditions resulting from physical activity; as well as damaged clothing or other property. I understand such risks cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity of soccer.
2. I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time, I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands or causes of action which are in any way connected with my participation in this activity, or my use of their equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct.
4. I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself.
5. I represent that I have no medical or physical condition that could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. I agree that should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. In the event that I file a lawsuit, I agree to do solely in the State of Michigan and further agree that the substantive law of the State of Michigan shall apply.
8. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I have had sufficient time to read this document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

I have read and understood this document and agree to be bound by its terms.

Print Name of participant: _____ Age: _____
Address: _____ City: _____ State: _____ Zip: _____
Signature (if 18 or older): _____ Date: __/__/__ Telephone: _____

Parent or Guardian Additional Agreement (Must be completed for participants under the age of 18)

In consideration of _____ (Print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims for actual or alleged negligence.

Name: _____ Signature: _____ Date: __/__/__

Parent or Guardian – Please Print

