

PLAYERS FIRST, LLC OWN TOUCH PROGRAM

Waiver and Release of Liability

DISCLAIMER: Players First, LLC, a North Carolina limited liability company, is not responsible for any injury (or loss of property) to any person suffered while participating or in any other way involved in Players First, LLC's Own Touch Training program for any reason whatsoever, including ordinary negligence on the part of Players First, LLC, its members, agents or employees.

In exchange for my Child/Ward being allowed to participate in Players First, LLC Own Touch Training Program (hereinafter "Own Touch Program") I, _____ (Parent/Guardian Name) on behalf of _____ (Child/Ward Name) (hereinafter "Child") agree to be bound by each of the following:

1. Definitions:

- A. For the purposes of the Waiver and Release of Liability Players First, LLC Own Touch Training Program shall be construed to mean all events which are to occur as a direct result of my participation with the Own Touch Program, to include, but not limited to, Soccer Training, sessions, practices, classes, and the like.
- B. For the purposes of this Waiver and Release of Liability "coaches" shall be construed to mean the all coaches and trainers hired by Players First, LLC and working on behalf of Players First, LLC and/or anyone else involved with the Own Touch Program in any capacity.
- C. For purposes of this Waiver and Release of Liability "I" shall be construed to mean Myself, my Spouse, and my Child/Ward.

2. Voluntary participation:

I, understand the following: 1) that my Child's participation with the Own Touch Program is voluntary; 2) that the game of Soccer and Soccer Training are vigorous sports activities involving severe cardiovascular stress and physical contact; 3) that playing Soccer and Soccer Training involves certain risk, including but not limited to death, permanent disability, and injuries, such as serious neck and spinal injuries resulting in complete or partial paralysis, brain damage and serious injury to all bones, joints, muscles and internal organs; 4) that playing Soccer and Soccer Training involves a high risk of knee and ankle injuries; 5) that participation in the game of Soccer and Soccer Training includes possible exposure to and **illness from infectious diseases including but not limited to MRSA, influenza, COVID-19 or other pandemic infectious diseases**, and while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. I understand these risks and choose to voluntarily accept them on behalf of myself, my spouse and my Child, and am voluntarily allowing my Child to participate in the Own Touch Program.

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In addition, I understand that my Child's participation in the Own Touch Program involves activities incidental thereto, including but not limited to, travel to and from the site of the activity, participation in this activity with knowledge of the danger involved and hereby agree to accept any and all inherent risks of property damage, personal injury or death. If however I observe any unusual significant hazard or concern during my Child's presence or readiness for participation in the Own Touch Program, I will remove my Child from participation and bring such concern to the attention of the nearest Players First, LLC, employee, coach or other staff member immediately. I, for myself, my spouse and Child, willingly agree to comply with the stated and customary terms and conditions for participation, **including protection against infectious diseases**. Finally, I realize that if my Child has health or physical problems such as a heart condition, hypertension, orthopedic problems, or other medical problems, I should consult a physician concerning any limits to my Child's activity AND notify Players First, LLC of any health or physical problems, including any limitations provided by a physician.

3. Identification and Assumption of Risks.

I UNDERSTAND AND HEREBY ACKNOWLEDGE THAT THE GAME OF SOCCER (AND SOCCER TRAINING) IS A FULL-BODY CONTACT SPORT THAT PRESENTS THE INHERENT RISK OF SERIOUS BODILY INJURY OR DEATH, AND MY WAIVER AND RENUNCIATION OF CLAIMS IN THIS AGREEMENT EXPRESSLY APPLY TO PRESENT AND FUTURE CLAIMS FOR DEATH, ANY BODILY INJURY, DAMAGE, OR ACCIDENT THAT MAY BE SUFFERED BY MY CHILD OR OTHERS RESULTING FROM THE CHILD'S PARTICIPATION IN THE GAME OF SOCCER IN CONNECTION WITH THE OWN TOUCH PROGRAM.

The risk of injury from the activities involved in the Own Touch Program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist. I understand that serious accidents may occur during the game of Soccer and Soccer Training and that participants in Soccer Training, Practices and Games occasionally sustain mortal or serious personal injuries, as well as property damage, as a consequence thereof. I understand these risks and know that my Child's participation in the Own Touch Program may involve risk of such personal injuries and property damage, including, permanent disability and death.

I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with my Child's participation in any aspect of the Own Touch Program, including, particularly, such risks created by actions, inaction, carelessness, or negligence on the part of Players First, LLC or its members, directors, officers, employees, agents, volunteers, successors, or assigns. **I for myself, spouse and Child assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Own Touch Program, even if arising from the negligence of Players First, LLC or its members, directors, officers, employees, agents, volunteers, successors, or**

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assigns. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my Child's participation in the Own Touch Program and any Soccer practices and games.

4. Release and Waiver

I hereby release, hold harmless, waive, discharge and covenant not to sue Players First, LLC and its members, directors, officers, coaches, employees, agents, volunteers, successors, assigns and any other person connected with Players First, LLC ("Releasees"), as well as and if applicable, owners and lessors of premises used to conduct the Own Touch Program from any and all liability for any and all claims for injury, disability, death, loss, damage, or expense, including attorneys' fees, in any way connected with my Child's participation in the Own Touch Program (a "Claim") wherever, whenever or however same may occur, which I may have, or which may hereafter accrue to my Child, including all present and future claims, as a result of participation in said activity whether or not caused in whole or part by the negligence or other misconduct of Players First, LLC or any of the individuals mentioned above. I also agree to hold harmless the "Releasees" from any and all claims arising out of the equipment or uniform, if any, supplied to me for use in the Own Touch Program, or the equipment or other materials used by Players First, LLC staff in implementing the Own Touch Program.

5. Indemnification

I agree to indemnify (in other words, to reimburse and to be responsible for) Players First, LLC, its members, directors, officers, employees, agents, volunteers, successors, assigns and any other person connected with Players First, LLC, the Own Touch Program, individuals associated with the Own Touch Program, as well as and if applicable, owners and lessors of premises used to conduct the Own Touch Program from all Claims (including the cost of defending any Claim I might make, or that might be made on my behalf, that is released or waived by this instrument) in any way connected with or arising out of my Child's participation in the Own Touch Program, wherever, whenever or however same may occur, whether or not caused in whole or in part by the negligence or other misconduct of the team or any of the individuals mentioned above.

6. Premises Release & Waiver

I understand and acknowledge that Players First, LLC does not guarantee the security or safety of Own Touch Program sites, of the areas adjacent to and surrounding Own Touch Program sites, or of any areas Participants may traverse on their way to or from program sites. I waive and release any and all claims against Players First, LLC, the Own Touch Program, and individuals associated with the Own Touch Program from any and all claims arising out of accidents or events caused by a Participant or third parties not associated with the Own Touch Program, which incidents could occur on Own Touch Program sites, in areas adjacent to or surrounding Program sites, or in areas traversed by Participants traveling to our Own Touch Program sites. I further waive and release any and all claims against Players First, LLC, the Own

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Touch Program, and individuals associated with the Own Touch Program from liability for any damage or injury that may occur as a result of the surface or condition of the Own Touch Program site itself (e.g. the training field), or the condition of facilities or equipment used at the site.

7. Binding Effect

This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Players First, LLC, its members, directors, officers, coaches, employees, agents, volunteers, successors, and assigns.

8. Consent to Medical Treatment

I authorize Players First, LLC to provide to my Child, through medical personnel of their choice, customary medical assistance, transportation, and emergency medical services should my Child require such assistance, transportation, or services as a result of injury or damage related to my Child's participation in the Own Touch Program. This consent does not impose a duty upon Players First, LLC to provide such assistance, transportation, or services.

9. Statement of Physical Condition and Compliance.

My Child is in proper physical condition to participate in the Own Touch Program. I understand the risk of injury due to participation in Soccer games and Soccer training. I realize that if my Child has physical problems such as a heart condition, hypertension, orthopedic problems or other medical problems, I should consult a physician concerning any limits to my Child's activity. If my Child's physical condition changes and I am made aware the change could impact my Child's ability to participate in the Own Touch Program, I promise to inform and advise Players First, LLC, a Own Touch Program Coach or other Players First, LLC employee or staff member.

10. Team Property

I understand that I am fully responsible for all Own Touch Program property when it is in my or my Child's possession. I understand that I am to return all Own Touch property immediately after its use, unless, I have the verified consent of a Players First, LLC, Member, Director, Officer, or Coach and that all Own Touch property must be returned no later than one week after the end of the Own Touch Program. If my Child loses, damages, or causes an expense to the Own Touch Program property, I understand that Players First, LLC shall be permitted to pursue all collection, relief, including attorneys' fees and court costs.

11. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina and the sole and exclusive place of jurisdiction in any matter arising out

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of or in connection with this Agreement shall be the Mecklenburg County Superior Court in Charlotte, North Carolina.

12. Severability

I 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 legal force and effect.

13. Authority

I affirm that I am of legal age, of sound mind and body, and am freely signing this agreement of my own volition and without any inducement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may be available to me for ordinary negligence of Players First, LLC or any of the parties listed above.

14. Amendment and Waiver.

Except as otherwise expressly provided herein, any provision of this Agreement may be amended only with the written consent of the parties. No term or provision of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party making such waiver. Any waiver of a particular breach of this Agreement shall not constitute a waiver of any other breach, nor shall any waiver be deemed a Continuing waiver unless it so states expressly.

THIS IS A WAIVER AND RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, UPON BEHALF OF MY CHILD/WARD, AND PLAYERS FIRST, LLC. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT TO MEDICAL ATTENTION, AND STATEMENT OF PHYSICAL CONDITION. I UNDERSTAND THAT I, FOR MYSELF, MY SPOUSE, AND UPON BEHALF OF MY CHILD, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, CONSENT TO MEDICAL ATTENTION, AND STATEMENT OF PHYSICAL CONDITION VOLUNTARILY AND OF MY OWN FREE WILL AND VOLITION. I FURTHER UNDERSTAND THAT NO MEDICAL INSURANCE IS PROVIDED BY PLAYERS FIRST, LLC.

PARENTAL/GUARDIAN CONSENT: (To be completed and signed by parent/guardian)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and

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regulations, including those for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities.

I hereby additionally consent that my child/ward, _____, may participate in the above activity (participation in Players First, LLC Own Touch Program) and I hereby execute the above Agreement, Waiver, and Release on his/her behalf. I state that my Child is physically able to participate in said activity. I hereby agree to indemnify and hold the persons and entities mentioned above free and harmless from any injury, disability, death, loss, liability, damage, cost, or expense which they may incur as a result of the death or any injury or property damage that my Child may sustain while participating in said activity (participation in Players First, LLC Own Touch Program) even if arising from their negligence, to the fullest extent provided by law.

Parent/Guardian _____
Print Clearly

Signature

Date: _____ / _____ / _____

Address:

EMERGENCY CONTACT:

Name (Print): _____

Telephone Number: _____

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