

## Release of Liability

In exchange for participation in the activity of Youth Soccer Tryouts organized by Royal Palms Soccer Club, of Palm Coast, Florida, 32137 and/or use of the property, facilities, and services of Royal Palms Soccer Club, I agree for myself and (if applicable) for the members of my family, to the following:

**1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Royal Palms Soccer Club, or the employees, representatives, or agents of Royal Palms Soccer Club.

**2. Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with the above-described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Royal Palms Soccer Club for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Royal Palms Soccer Club, whether caused by the fault of myself, my family, Royal Palms Soccer Club or other third parties.

**3. Indemnification.** I agree to indemnify and defend Royal Palms Soccer Club against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Royal Palms Soccer Club.

**4. Fees.** I agree to pay for all damages to the facilities of Royal Palms Soccer Club caused by any negligent, reckless, or willful actions by me or my family.

**5. Consent.** I consent to the participation of my child, in the activity of Youth Soccer Tryouts, and agree on behalf of the above minor to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of this youth athlete.

**6. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Florida law.

**7. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Royal Palms Soccer Club has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.

**8. Arm's Length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

**9. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

**10. Emergency Contact.** In case of an emergency, the consenter of this agreement will be contacted via the phone number provided at registration.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

## **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASEE USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEE IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEE HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT AGREE TO THIS FORM.**