

Illiana Football Club (IFC)

ATHLETE WAIVER/RELEASE FORM ("AGREEMENT")

IN CONSIDERATION of my or my said child's or ward's participation in any way in any activity ("**ACTIVITY**") I, for myself, the minor, my personal representative, assigns, heirs, and next of kin: **1. ACKNOWLEDGE**, agree, and represent that I understand the nature of the Activity and that I am/ the minor is qualified, in good health and in proper physical condition to participate in such Activity. I further agree and warrant that if at anytime I believe conditions to be unsafe, I/the minor will immediately discontinue further participation in the Activity. **2. FULLY UNDERSTAND** that: (a) **ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS")**: (b) these Risks and dangers may cause my or my said child's or ward's actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or **THE NEGLIGENCE OF THE "RELEASEES" NAMED 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 I **FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** I incur/ the minor incurs as a result of my/the minor's participation in the Activity. **3. HEREBY RELEASE, AND FOREVER DISCHARGE, AND COVENANT NOT TO SUE THE RELEASEES**, their parent, related, affiliated, and subsidiary companies, as well as the officers, directors, agents, employees, representatives, successors and assigns of each of the foregoing entities, and the schools, clubs, coaches, officials, administrators, members, volunteers, participants, sponsors, advertisers, and if applicable, owners and lessors of premises on which the Activity takes place, and any other party indemnified and held, including, but not limited to _____ **coaches and/or originators of the Illiana FC – Soccer Club**, (each considered one of the RELEASEES herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY/THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my/the minor's behalf, makes a claim against any of the "Releasees", I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorneys fees, loss, liability, damage, or cost which any may incur as the result of such claim. This Agreement shall be governed by the laws of the State of Indiana and any legal action relating to or arising out of the Agreement shall be commenced exclusively in the Circuit Court of Lake County, Indiana (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county having subject matter jurisdiction).

AGREEMENT TO PARTICIPATE

I, or we, grant to the Coaches, Directors, Assistants, or assigned chaperons of any Illiana FC soccer Club event to act as guardian/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for the minor en route to or from or at the site of the athletic event or hospital or other medical facility. I understand that if a health emergency arise, such parties will attempt to notify me, but that if I cannot be reached by telephone, such medical treatment as deemed necessary by competent medical personnel is authorized. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I 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 BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: _____ PHONE: _____

PARTICIPANT'S SIGNATURE (only if age 18 or over) _____ DATE: _____

TEAM NAME: _____ Grade Level: _____

MINOR RELEASE: AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ATHLETIC ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY- AS IS, WITHOUT MODIFICATION OR ACCOMODATION. I HEREBY RELEASE, FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE ACTION, INACTION AND/OR NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING NEGLEGT RESCUE OPERATIONS AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMES ABOVE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LITIGATION AND/OR ARBITRATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGES, OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

PRINTED NAME OF PARENT/GUARDIAN: _____

SIGNATURE OF PARENT/GUARDIAN: _____

PHONE: _____ CELL: _____ DATE: _____