

RELEASE, WAIVER AND INDEMNITY AGREEMENT

Indoor Leagues, Outdoor Leagues, Tournaments, Birthday Parties, Camps, Classes, Programs, and Rentals

In consideration of the opportunity to participate in soccer-related activities at [Brookfield Sports Complex] (the “Facility”), in which I actually participate (Activities”), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, represent and agree that I understand the nature of the Activities, and that I am qualified, in good health, and in proper physical condition to participate in the Activities.
2. Fully understand that: (a) the Activities involve risks and dangers of serious bodily injury, including, without limitation, permanent disability, paralysis and death (“Risks”); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the Facilities, or the negligence of the Releasees named below; (c) there may be other risks and losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all risks of losses, costs and damages, whether or not they are now known or foreseeable, I incur as a result of my participation in the Activities to the extent that the losses, costs and/or damages are the result, whether directly, indirectly or otherwise, of the actual or alleged negligence of any one or more of the Releasees.
3. Agree and warrant that I will examine the Facility and that if I observe any unusual, significant danger or hazard, I will remove myself from participation and bring such condition to the attention of the nearest official.
4. Hereby release and discharge, and covenant not to sue, Franklynn Development, LLC., its members, managers, agents, officers and employees (the “Releasees”), from/for any and all liability, claims, demands, losses or damages caused or allegedly caused in whole or in part by the negligence of any of the Releasees, and waive any liability of, or any claim I may have against, any Releasee as a result, in whole or in part, of the negligence of any of the Releasees; and I further agree that if, despite this release, waiver of liability, assumption of risk, and indemnity agreement, anyone on my behalf makes a claim against any of the Releasees based upon the negligence or alleged negligence of any one or more Releasees, I will indemnify and hold harmless each of the Releasees from any expense of litigation, attorney fees, loss, liability, damage, or cost.
5. Assumption of risk related to coronavirus / covid-19 / contagious disease: The term “COVID-19” as described herein includes any mutation of the virus.

Brookfield Sports Complex has put into place preventative measures to reduce the spread of COVID-19; however, Brookfield Sports Complex cannot guarantee that you or your child / ren will not become infected with COVID-19 while attending or participating in activities at Brookfield Sports Complex.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntary assume the risk that my child / ren or I, as well as other family members and guests, may be exposed to or infected by COVID-19 by attending activities hosted by Brookfield Sports Complex 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 Brookfield Sports Complex may result from the actions, omissions, or negligence of myself and others, including, but not limited to Brookfield Sports Complex employees and program participants and their families. I acknowledge that, due to the inherent nature of soccer, football, lacrosse and other sporting activities, maintaining social distancing of at least six feet apart between individuals is not always feasible.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child / ren (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I and my child / ren may experience or incur in connection with attendance at Brookfield Sports Complex or participation in Brookfield Sports Complex programming as the result of exposure to or infection by COVID-19 (“Claims”). On my behalf, and on behalf of my child / ren, I hereby release, covenant not to sue, discharge, and hold harmless Brookfield Sports Complex, its officers, directors, employees, agents, owners and lessors of Brookfield Sports Complex, sponsors and representatives (“Releases”), of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes Claims based on the actions, omissions, or negligence of Brookfield Sports Complex, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Brookfield Sports Complex program. If, despite the foregoing provisions, either my child / ren (or anyone on their behalf) or I make a Claim against any of the Releases, I hereby agree to defend and hold harmless the Releases from any damages, costs, expenses (including but not limited to litigation expenses and reasonable attorneys’ fees) incurred by any Releases as a result of such Claim, regardless of whether the claim is based on alleged negligence of any Realeasee. I do not waive any Claim against a Releasee that arises out of that Releasee’s intentional or reckless acts.

“Force Majeure”

Should Brookfield Sports Complex be forced to close either by a government entity, riot, war, civil unrest, flood, earthquake, fire, outbreak of contagious disease or other cause beyond Brookfield Sports Complex’s reasonable control, including mechanical, electronic, or communications failure, but excluding failures caused by a party’s financial condition or negligence, pro-rated credits will be issued for future leagues and / or programming.

With any season or program offerings, there are fixed costs incurred which cannot be refunded or eliminated. Examples of such costs include registration systems and software costs, payment processing fees, staffing for league, tournament and event planning and scheduling, and building and field maintenance costs.

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 for negligence to the greatest extent allowed by law; and I agree that if any portion of this Agreement is held to be invalid, the balance shall continue in full force and effect notwithstanding.

This is to certify that I as parent/guardian with legal responsibility for this participant do consent and agree to his/her release as provided above, and for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child’s involvement or participation in the Activities, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES.

Name of Participant:(print) _____

Birthdate: _____

Signature: _____ Parent or Guardian (if under 18)

Date: _____