

COMMUNICABLE DISEASE (SARS-CoV-2 and COVID-19) RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK AGREEMENT

Participant's Name: _____

Parent or Legal Guardian's Name: _____

Parent or Legal Guardian's Name: _____

In consideration of being allowed to participate or my child(ren) being allowed to participate in any way in any East Orlando Knights Futbol Club, Inc. ("EOKFC") and/or any other soccer related event, tournament, camp, club, practice, training, or other activity [hereinafter referred to as "soccer related events"], including but not limited to Florida Youth Soccer Association, U.S. Club Soccer, U.S. Soccer, U.S. Soccer Federation, etc. [hereinafter referred to as "Soccer Leagues"], I, the undersigned participant, parent, or legal guardian, acknowledge, appreciate, and agree that:

The novel coronavirus, SARS-CoV-2 and the disease it causes, COVID-19, have been declared a worldwide pandemic by the World Health Organization. SARS-CoV-2 and COVID-19 are extremely contagious and believed to spread from person-to-person contact, contact with surfaces contaminated with the virus, and via respiration droplets. As a result, international, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. By participating in EOKFC, Soccer Leagues, and/or any other soccer related event, there are certain risks to me or my child(ren) arising from or related to possible exposure to communicable diseases including, SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases"). I am fully aware of the hazards associated with such Communicable Diseases, and that such exposure or infection may result in personal injury, loss, illness, permanent disability, and/or death.

I acknowledge and understand that the risk of becoming exposed to or infected by the Communicable Diseases at any EOKFC, Soccer Leagues, and/or other soccer related event or facilities used for such soccer related events, may result from the actions, omissions, or negligence of myself, family, child(ren), companions, guests, and others, including but not limited to EOKFC and/or Soccer League employees, management, staff, owners, directors, officers, agents, contractors, volunteers, and vendors, including but not limited to hotels, convention centers, practice facilities, etc.

I also acknowledge and understand the risks associated with participating in team sports, EOKFC, Soccer Leagues and/or soccer related event, including but not limited to heat stroke, illness, injuries, sprained or broken bones, torn tendons and ligaments, concussion, coma, and/or death.

I agree that I am personally responsible for myself, and/or my spouse, family, child(ren), participants, companions, and/or guests safety and actions while using or visiting any EOKFC, Soccer Leagues, and/or soccer related event or facility used for such event.

I agree to comply with all policies, regulations, and rules, of the EOKFC and/or Soccer League or facility used for such soccer related event, including but not limited to all written policies, guidelines, signage, and instructions, including social distancing and wearing face masks when required to do so.

Because the EOKFC, Soccer Leagues, and/or soccer related event, facilities, and activities have been open for use by other individuals, I recognize that I and/or my spouse, family, participants, child(ren), companions, and/or guests are at higher risk of contracting the Communicable Diseases.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, participant, children (including minors) companions, guests, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the EOKFC, Soccer Leagues, and/or soccer related event or facility used for such soccer related event, and/or their board members, officers, agents, servants, independent contractors, affiliates, owners, directors, officers, employees, successors, managers, coaches, students, other participants, property owners, property managers, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, including but not limited to those arising in law or in equity, or in contract or tort, directly or indirectly arising out of or related to any loss, damage, illness, injury, and/or death, that may be sustained by me and/or my spouse, family, child(ren), participants, companions, and/or guests related to the Communicable Diseases or any other act or omission whether caused by the negligence of the Released Parties and/or any third-party performing any work or service at for, on, or behalf of the EOKFC, Soccer Leagues, and/or soccer related event or facility used for such soccer related event or otherwise and whether or not a Communicable Disease infection occurs before, during, or after participation in any EOKFC, Soccer Leagues, and/or other soccer related event.

I agree to protect, release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, including but not limited to all expenses, attorney's fees, legal fees, legal costs, medical expenses, travel expenses, airfare, damages, claims, lawsuits, judgments, losses, and/or liabilities arising either directly or indirectly from or related to any and all claims, whether in law or in equity, or in contract or tort, made by or against the EOKFC, Soccer Leagues, and/or any of the Released Parties due to bodily illness, injury, death, loss of use, monetary loss, or any other injury from or related to the EOKFC, Soccer Leagues, and/or soccer related event or facility used for such soccer related event, by myself and/or my spouse, family, child(ren), participants, companions, and/or guests whether caused by the negligence of the Released Parties or otherwise specifically related to the Communicable Diseases and/or any other act or omission.

I acknowledge and represent that I have read every word of the foregoing ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT or it has been read to me, and I understand it.

I acknowledge and understand that I am free to have an attorney of my choice and at my own expense review the ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT before I sign it. 3 I acknowledge that

I am signing it voluntarily as my own free act and deed, and that I am sufficiently informed about the risks involved in using the PROPERTY and/or any of its amenities to decide whether to sign this document.

No oral representations, statements, or inducements, apart from the foregoing ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, have been made.

Unless noted below, I am at least eighteen (18) years of age and fully competent to execute this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT. I further certify that I am either the Participant or the parent or legal guardian of the Participant.

In consideration for the right to participate or my child(ren) to participate in, and/or enter and use the EOKFC, Soccer Leagues, and/or soccer related event or facility used for such soccer related event, which I acknowledge as full, adequate, and complete consideration, I execute this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT, fully intending to be bound by the terms herein for all time.

I agree that this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT shall be governed by and construed in accordance with Florida law, that venue shall lie exclusively in Orange County, Florida, and that all suits and actions must be brought in Orange County, Florida.

I agree that if any of the provisions of this ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT as a whole.

Participant's Name or Signature	Name	Age	Date
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Parent/Legal Guardian Signature	Date	Emergency Phone Number(s)
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