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Participant Release and Waiver of Liability

Waiver Policy & Terms

In consideration of the opportunity to participate in public and/or private event activities, including but not limited to those activities that involve athletic activities or recreational equipment (hereinafter referred to as “Activity” or collectively, “Activities”) at Pro Touch Soccer Development LLC (hereinafter “Pro Touch”) or affiliated company properties (hereinafter referred to as “Location” or collectively, “Locations”), I, the undersigned, on behalf of myself and, if applicable, in my capacity as a parent* or legal guardian* of the persons listed below (collectively, hereinafter referred to as “Participant”, “I”, “me”, or “my”), hereby agree as follows:

1. Acknowledgment of Risk:

I warrant that I am fully aware of the inherent risks associated with participation in Activities and hereby release, waive, and discharge Pro Touch, their Member Teams, and each of their parent companies, subsidiaries, affiliates, directors, officers, employees, and agents (collectively, “Released Parties”), from any and all liability, including, but not limited to, any claims, causes of action, demands, losses, or damages arising out of any injury, death, or damage to property, relating to or arising out of participation in Activities at any Location. This includes, but is not limited to, claims arising from the construction, use, maintenance, or operation of any Location or equipment provided for use during Activities.

2. Voluntary Participation:

I understand that my participation in Activities is voluntary and that participation, including the use of any equipment, may cause injuries, including potentially

severe injuries and losses. I am familiar with the risks involved or will ensure that I become familiar with the risks before participating.

3. Program Cancellation & Credit Policy:

I understand and agree to the following cancellation policies:

- **7 days or more before program starts:** Full credit towards another Pro Touch Soccer program or event, minus a \$20 administrative fee.
- **6 days or fewer before program starts:** 50% credit towards another Pro Touch Soccer program or event.

4. Program Switch Policy:

If I need to reschedule my registration for another Pro Touch Soccer event, I understand that I can switch my program to a different date or location (subject to availability) for a \$20 administrative fee, provided that the request is made at least 48 hours before the program's start time.

5. Event Cancellation Policy:

In rare instances where Pro Touch Soccer needs to cancel an event due to unforeseen circumstances, such as low registrations or field permit issues, I understand the following compensation options:

- **150% credit** towards another Pro Touch Soccer program or event, or
- A **full refund** if rescheduling isn't an option.

6. Rainout Policy:

If a session is canceled due to weather conditions, I understand that I will receive credit for the affected day(s) to apply towards another Pro Touch Soccer program or event.

7. Program Shirt Policy:

I understand that each participant will receive a Pro Touch Soccer T-shirt at the start of the program. Players must wear this shirt during all activities. If the shirt is forgotten, lost, or damaged, a replacement may be purchased for \$20. Additional shirts can also be purchased for \$20 each.

8. Insurance and Liability:

I acknowledge that I am not covered by Pro Touch's health or workers'

compensation policies and that my participation in Activities is done at my own risk. I expressly assume all risks of injury, permanent disability, or death arising from my participation or the participation of persons listed below in Activities at any Location, and accept personal responsibility for damages following such injury or death. I also agree to indemnify and hold harmless the Released Parties from any claims or demands arising from injury or damage suffered by another participant as a result of my participation.

9. Negligence:

I acknowledge that this Release includes damages caused or alleged to be caused, in whole or in part, by the negligence of the Released Parties.

10. Inspection of Facilities and Equipment:

I acknowledge the opportunity to inspect the equipment and facilities at the Locations and either have done so or will do so. I waive any claims related to the use, design, or operation of such equipment or facilities.

11. Emergency Treatment:

I authorize Pro Touch to secure emergency treatment should I require it and understand that I will be responsible for any and all expenses incurred for such treatment.

12. Use of Name and Likeness:

I grant full permission to the Released Parties and any designees to use my name, likeness, photographs, videotapes, motion pictures, recordings, or other records of my participation in Activities in any media worldwide and in perpetuity, without further notification, authorization, or compensation.

13. Severability:

The paragraphs of this Release and Waiver are severable. If any part of this document is found to be invalid, the remainder will remain in effect.

14. Representation and Warranty:

I hereby represent and warrant that:

- (i) I have the right to participate in the Activities,
- (ii) I am over the age of 18 or am the legal guardian of the minor participant,

(iii) all facts in this document are true,

(iv) I have full authority to execute this Release and Waiver with full knowledge of the rights granted herein.

15. Refunds & Credits:

I understand and agree that refunds will not be issued unless an Activity is canceled by Pro Touch. Refunds for canceled activities will be processed within 2-4 weeks. Transfers may be permitted if requested in writing at least one business day prior to the start date of the Activity. A \$20 processing fee may be applied.

16. Photography and Videography Consent:

I authorize Pro Touch to photograph and/or videotape activities, and use or publish any images/videos to promote future programs and on Pro Touch's website and publications.

I have read and fully understand the terms of this Release and Waiver, and by clicking the box, I knowingly and voluntarily waive substantial rights.