



## Waiver Policy & Terms

### PARTICIPANT RELEASE AND WAIVER

In consideration of the opportunity to participate in public and/or private event activities, including without limitation those activities which may involve athletic activities or recreational equipment (each an “Activity” and collectively “Activities”), at Pro Touch Soccer Development (hereinafter “Pro Touch”) or affiliated company properties (each a “Location” and 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. I warrant that I am fully aware of the inherent risks in participating in Activities and hereby release, waive and discharge Pro Touch and their Member Teams, and each of their parent companies, subsidiaries, affiliates, directors, officers, employees, and agents (collectively, the “Released Parties”), from any and all liability to me and to my conservators, guardians or other legal representatives, assigns, heirs and next of kin for any and all claims, causes of action, demands, losses or damages on account of any injury, death, or damaged property, relating to or arising out of participation in Activities at the Locations, including without limitation, claims to arise out of or related to the construction, use, maintenance or operation of any Location or equipment provided for use during any Activity. 2. I also

acknowledge, understand, agree, and assume all inherent risks in participating in Activities as it relates to COVID-19 and other communicable diseases as stated below: a. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. b. Participation is voluntary. If you believe the environment is unsafe, or you or your player are at heightened risk, you may refrain from participation until you believe it to be safe to do so. c. If your player or anyone in your household is experiencing symptoms of COVID-19, they will refrain from participation until safe to do so. If your player experiences any symptoms of COVID-19, you will report the symptoms immediately to Pro Touch and your physician. d. I understand that insurance provided by Pro Touch, or other licensing bodies, does not cover the risk or contraction of a communicable disease, including but not limited to, COVID-19. 3. I am not an employee of Pro Touch and my participation in Activities is outside of the scope of any employment relationship or other contractual relationship I currently have or which I may enter into the future with Pro Touch. 4. I understand that my status with the team is unchanged by my participation in Activities and that by allowing me to participate, Pro Touch is making no representation to me regarding my status with the team. 5. I understand that I am not covered by any of Pro Touch's health or workers' compensation policies. 6. I understand that my participation in Activities at any Location is done on a purely voluntary basis and that participating in Activities, including the use of any equipment, can, in some cases, cause injuries, including potentially severe injuries, and severe social and economic losses. I am familiar with the potential risks involved in the Activities or will ensure that I become familiar with the risks involved in the Activities I will participate in prior to participating in such Activities. 7. I expressly assume all risk of injury (including, without limitation, permanent disability and death)

relating to, or arising out of, my participation of persons listed below, in Activities at any Location, or use of any equipment whether provided by a Released Party or otherwise, howsoever caused or arising and whether by negligence or otherwise and accept personal responsibility for the damages following such injury, permanent disability or death. I also hereby agree to indemnify and hold harmless the Released Parties from any claim or demand on account of injury or damage that another participant may suffer as a result of my participation in Activities at any Location. 8. I understand that this release, waiver, and agreement to indemnify and hold harmless includes, but is not limited to, damages which are caused, or alleged to be caused, in whole or in part by the negligence of the Released Parties. 9. I acknowledge that I have the opportunity to inspect the equipment and facilities at the Locations prior to participating in the Activities, and either have done so or will do so, and I hereby waive any claim I may have with respect to the use, design or operation of the equipment or facilities that I may use at such Locations. 10. 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 in connection with such treatment. 11. I grant full permission to the Released Parties, and any designee of a Released Party, to use, without further notification, authorization, or compensation to me or anyone on my behalf, my name and likeness, as well as any photographs, videotapes, motion pictures, recordings, or other records of the Activities (or any excerpt thereof) in any and all media, whether now known or hereafter to become known, worldwide and in perpetuity, and I represent and warrant that no further permission is required for the Related Parties to use such record of the Activities for any purpose or advertisement. I acknowledge that any photograph, videotape, recording, or other records that I take or create at any Location shall be the property of the Released Parties. 12. The numbered paragraphs of this Release and Waiver are severable. 13. By agreeing to this agreement I hereby

represent and warrant that: (i) I have the right to participate in the Activities and that such participation will not reflect badly on the Released Parties; (ii) that I am over the age of 18 and/or if I am signing on behalf of a person under the age of 18, that I am the parent or legal guardian of such person, (iii) all the facts in this document are true, and (iv) I have full authority to execute this Release and Waiver and do so with full knowledge of the facts and circumstances surrounding the Activities and the rights that I am granting herein. 14. I understand that refunds will not be issued unless an activity is canceled by Pro Touch. The refund for canceled activities will be processed within 2-4 weeks by mailed check. Transfers may be permitted if requested in writing to [info@protouchsoccer.com](mailto:info@protouchsoccer.com) at least one business day prior to the start date of the activity. A \$20 processing fee may be assessed. 15. I understand that Pro Touch representatives may photograph and/or videotape activities of the Pro Touch programs and participants. I authorize Pro Touch to use or publish any photographs/ video taken by Pro Touch representatives showing my child/children's or my participation, to promote classes on Pro Touch's website and/or; future publications of the Pro Touch Programs. I have read and fully understand the above agreement and understand that by signing it I have given up substantial rights. I understand the terms of this Release and Waiver shall apply to any participation in Activities at the Locations until such time as I agree to a new one, which shall then govern my Activities at the Locations going forward. I hereby agree to this agreement voluntarily.