

## Release and Waiver of Liability

**(This form must be read and signed before the participant takes part in any try-outs, testing, training, or competition. By signing this form, the participant affirms having read it.)**

The undersigned, for himself as a participant or on the behalf of his/her child or ward as a participant, as applicable (the "Undersigned"), hereby forever releases and discharges Fundamental Soccer, LLC ("Fundamental Soccer", AKA "Fundamental Goalkeeping") and all respective assignees, successors, officers, directors agents, representatives, employees, sub- contractors, sponsors, shareholders, partners, members and affiliates (collectively, the "Released Persons") from all present and future liabilities, debts, obligations, costs, expenses, damages, losses, charges, judgments, executions, liens, claims, demands, actions or causes of action of whatever nature or description, in equity or at law, which the Undersigned or his/ her child or ward or successors may have, whether known or unknown, suspected or unsuspected, asserted or not asserted, arising out of participation by the Undersigned or his/her child or ward in activities conducted by Fundamental Soccer, including, but not limited to, participation in soccer try-outs, testing, training and competition (collectively, "Fundamental Soccer Events"), even if the risks and liabilities that the Undersigned is releasing by this Release and Waiver of Liability arise out of the ordinary negligence or carelessness, whether active or passive, or from any hidden, latent or obvious defects in any of the facilities or equipment used, of one or more of the Released Persons, which the Undersigned or his/her child or ward now has, owns or holds, or at any time heretofore owned or held, or could or shall or may hereafter own or hold against the Released Persons or any of them (collectively, the "Released Claims"). The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be binding on the Undersigned's family, estate, heirs, executors, administrators and assigns. The Undersigned understands, acknowledges and accepts that participation in Fundamental Soccer Events involves certain inherent risks, including, but not limited to, property damage and serious bodily injury (including death), and agrees that the Undersigned or his/her child or ward is voluntarily participating in Fundamental Soccer Events with full knowledge of the risks involved and accepts all risks of participation. The Undersigned agrees to indemnify and hold harmless each of the Released Persons for any and all Released Claims arising out of the Undersigned's or his/her child's or ward's participation in Fundamental Soccer Events and all related activities. The Undersigned understands, acknowledges and accepts the possibility that the Undersigned or his/her successors may not now fully know the number or magnitude of all the Released Claims, but nevertheless intends to assume the risk by releasing such unknown claims, and agrees that this Release and Waiver of Liability is a full and final release and waiver of all the Released Claims. The Undersigned declares that the Undersigned or his/her child or ward is physically fit and has the skill level required to participate in Fundamental Soccer Events. The Undersigned accepts responsibility to seek appropriate medical treatment, at the Undersigned's cost, should the need arise. The Undersigned understands, acknowledges and accepts that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the state in which the Fundamental Soccer Events are taking place and agrees that if any portion of this Release and Waiver of Liability is invalid, the remainder will continue in full legal force and effect. The Undersigned further agrees that any legal proceedings related to this Release and Waiver of Liability shall take place in Dallas, Texas.

Date: \_\_\_\_\_ Participant Name: \_\_\_\_\_

Age: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone:  
(\_\_\_\_) \_\_\_\_\_

If participant is under 18 years old, this form must be signed by the participant's parent or legal guardian.

Date: \_\_\_\_\_

\_\_\_\_\_

Parent/Guardian's Signature

Parent/Guardian's Printed Name