

ASSUMPTION OF RISK, WAIVER AND INDEMNITY AGREEMENT
(PLEASE READ CAREFULLY)

Warning: By signing this Agreement, you are giving-up the right to sue for any injury or damages howsoever caused.

1. I certify I am the parent/guardian of _____ (“child”), and on behalf of myself and the child, I hereby request that the Football Club of Evansville, Inc., its _____ team(s) and other future and present soccer teams, coaches, managers, representatives, officers, directors, other team members and parents, employees, agents or affiliates (collectively “FCE”) permit my child, to participate in the sport of soccer, practices and related activities (collectively “Soccer”).
2. I understand Soccer is a physical activity which involves potentially serious inherent risks which may result in injury or even death. Such risks include, but are not limited to, accidental or negligent contact with other persons or property, motor vehicle travel, changing weather, variations in terrain, both manmade and natural, or accidents or illness in potentially remote locations without immediate evacuation or medical facilities.
3. I give my approval for participation in Soccer and transportation to and from the same and agree to **assume all risks and hazards** directly or indirectly incidental to participation in Soccer, transportation to or from Soccer and all other activities associated with such Soccer events.
4. I agree as a precondition to participation in the FCE Soccer, and in further consideration of the FCE providing the same, to be **strictly bound by the terms and conditions of this Agreement**, now and hereinafter in the future until notified in writing otherwise.
5. In consideration for the privilege of participation in FCE Soccer, I do hereby **waive, release and absolve** the FCE, to the fullest extent permitted by law, from any and all causes of action, claims, costs, damages, expenses, judgments, liabilities and losses, including claims of personal injury to myself or the child, property damage, and/or third party claims, arising directly or indirectly out of, or in connection with, said FCE Soccer events and/or transportation to and from, whether the same arises by the negligence of the FCE or by any and all other common law or statutory legal remedies, including, but not limited to reasonable attorney fees and costs relating thereto (collectively “Claims”), except to the extent said Claims are due to an intentionally malicious act of the FCE. I further agree to **indemnify and hold harmless** the FCE from any and all such causes of action, claims, costs, damages, expenses, judgments, liabilities and losses, including without limitation reasonable attorney fees and costs relating thereto, which may be incurred in defending against any of said Claims.
6. I also acknowledge it is my obligation to inform the FCE in advance of any activity or any limitation that might cause my child to be unable to safely participate and compete in Soccer. By signing this document, I also acknowledge that I am the parent(s) or legal guardian(s) of the above child and that my child is healthy and fit to play Soccer.
7. I grant the FCE the right to use photographs, film records or likenesses of my child and me/us for future promotional purposes. This right also shall be granted for use by third parties that may enter into any joint promotional effort with the FCE.
8. I appreciate that this Agreement applies whether the FCE is at fault or not, and it limits the liability of the FCE's team members, coaches, managers, representatives, officers, directors, employees, agents or affiliates to the same extent as it limits the liability of the FCE, even though said persons or entities may not be construed as formal parties to this Agreement. I understand that the FCE, in securing execution of this Agreement by myself, is acting as agent or trustee on behalf of, or for the benefit of, its team members, parents, coaches, managers, representatives, officers, directors, employees, agents or affiliates, who shall to this extent be, or be deemed, to be parties to this Agreement. This Agreement shall be binding on all respective heirs, devisees, personal representatives, successors and assigns of all parties to this Agreement. This Agreement shall be construed under, and governed by, the laws of the State of Indiana, and all parties hereto consent and agree to the exercise of jurisdiction over any matter arising in connection with this Agreement shall be in the Superior Court of Vanderburgh County, State of Indiana.

I have read and understand this Agreement. I understand that this document contains a promise not to sue the FCE and a release and indemnity for all Claims.

Signature: _____
Printed Name: _____
Street Address: _____
City: _____
State: _____ Zip Code: _____
Daytime Phone: (____) _____
Evening Phone: (____) _____
E-mail Address: _____
Date: _____
Birth Date: _____

Medical Release Form

As the parent/legal guardian of _____, I Request that in my absence the above-named player be admitted to any hospital facility for diagnosis and treatment. I request and authorize physicians, dentists, and staff, duly licensed as Doctors of Medicine or Doctors of Dentistry or other such licensed technicians or nurses, to perform any diagnostic procedures, treatment procedures, operative procedures and x-ray treatment of the above minor. I have not been given a guarantee as to the results of examination or treatment. I authorize the hospital or medical facility to dispose of any specimen or tissue taken from the above-named player.

Date of Players Birth ___/___/___

Date of last Tetanus Booster ___/___/___

Known allergies of this player, including any allergies to medicine _____

Any other medical problems which should be noted _____

Family Physician _____ Phone () _____

Name of Parent/Guardian _____

Address _____ City/State/Zip _____

Phone () _____ H () _____ W () _____ F _____

Person responsible for charges (if different from above) _____

Address _____ City/State/Zip _____

Phone () _____ H () _____ W () _____ F _____

Person to notify if Parent/Guardian is unavailable _____

Phone () _____ H () _____ W () _____ F _____

Insurance carrier _____ Policy Number _____

Signature of Parent/Gaurdian _____

JURAT

STATE OF _____ §

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COUNTY OF _____ §

Sworn to and subscribed before me on the ___ day of _____, 20__.

Notary Public in and for State of _____
Commission expires _____