

# LSC Indoor Soccer Complex

## HOLD HARMLESS AGREEMENT/WAIVER AND RELEASE OF LIABILITY

### Read Before Signing

In consideration for receiving permission to be on the Premises (as defined below) and to participate in any and all activities associated with Webster Soccer Association, Inc. d/b/a Lakefront Soccer Club (hereinafter "LSC"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following on behalf of myself and my child/children:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines, as well as guidelines and directives issued by the State of New York and County of Monroe regarding COVID-19 (all of the foregoing are collectively the "Guidelines"). I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the Guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with and complying with the most recent updates.
2. I have been advised of COVID-19 protocols established by LSC, including the limits regarding spectators, requirements of social distancing, hand sanitizing and the wearing of masks whenever minimum social distancing of at least six feet cannot be maintained. I have also been advised that no one experiencing COVID-19 type of symptoms or who have tested positive for COVID-19 and are under quarantine are permitted on the Premises. I have an obligation to report to the head coach of my team and LSC if I am experiencing symptoms of COVID-19 or test positive for COVID-19.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to be physically present at the Premises and participate in any activities in compliance with the COVID-19 Guidelines and protocols established by LSC.
4. I acknowledge and fully assume the risk of illness, physical incapacity or death related to COVID-19 arising from my being at the Premises and participating in any LSC activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity contract) LSC and the owners and tenants of the Premises, their officers, directors, agents, employees and assigns (collectively the "RELEASEES") from any and all liability related to COVID-19 which might occur as a result my being on at LSC and participating in any LSC activities.
5. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness, incapacitation, injury or death.
6. The Premises shall be defined as, but not limited to, all indoor and outdoor locations upon which activities of LSC take place including but not limited to 865 Publishers Parkway, Town of Webster, 695 Basket Road, Town of Webster, 1645 Boulter Industrial Parkway, Town of Webster, athletic fields and facilities of the Webster Central School District and the Town of Webster, and all other fields and facilities used by LSC to conduct its activities.
7. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of New York. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE AT LSC AND PARTICIPATE IN ANY LSC ACTIVITIES.**

In consideration of being allowed to participate in any way at the Lakefront Soccer Club Indoor Complex (LSC), in any event or activates the undersigned acknowledges, appreciates and agrees that:

- 1.) The risk of injury from activities at this complex are significant, including the potential of permanent paralysis and death, while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist.
- 2.) I knowingly and freely assume all such risks, both known and unknown, even if, arising from the negligence of the Releasees or others and assume full responsibility for my participation.
- 3.) I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe any unusual significant hazards during my presence or participation, I will remove myself from participation and bring to the attention of the nearest complex staff immediately.
- 4.) I, for myself, and on behalf of my heirs, assignees, personal representatives and next of kin, hereby release and hold harmless, Lakefront SC., Sports Association of Webster, Inc, and referees, their officers, officials, volunteers, agents, and /or employees, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event, collectively and individually the "Releasees" with respect to any and all injury, disability, death or loss or damage to person or property, whether arising from the negligence of the Releasees to otherwise.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

\_\_\_\_\_  
Participants Name please print

\_\_\_\_\_  
Participants Signature Date

Team \_\_\_\_\_ Club \_\_\_\_\_

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**Under age 18 at time of registration**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees and for myself, my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, even if arising from their negligence.

\_\_\_\_\_  
Name of Parent/Guardian Emergency Phone #

\_\_\_\_\_  
Parent/Guardian Signature Date