

# **Montero Soccer Release for Participation Waiver of Liability in Event or Activity Agreement**

**Each participant (if minor, parent/guardian of minor) must read and agree to accept risks**

In exchange for participation in soccer, organized by Montero Soccer located at, Santa Clara, CA 95050, I hereby agree as follows:

I and anyone claiming on my behalf release and forever discharge Releasee and its affiliates, successors and assigns, officers, employees, representatives, partners, contractors, agents and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from causes of action of any nature and kind, known or unknown, which I may have against Releasee or any Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").

I certify that my child is in excellent physical health, and may participate in strenuous and hazardous physical activities, including soccer under the direction of Montero Soccer.

I understand that participation in the Activity involves inherent risks, including the risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.

I agree to indemnify Releasee against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.

This Release for Participation in Event or Activity ("Release") shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Releasee.

I grant permission for my child to receive emergency medical treatment if needed. The person will not sue even if they are further injured by any medical treatment given during an emergency at the event.

I will be personally responsible for any damages sustained by my child to any Montero Soccer equipment and or facilities being used.

The participant agrees that images or recordings can be used in connection with the event attended.

The individual is responsible for their own medical, health, or life insurance

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; and, I willingly agree to comply with the stated and customary terms and conditions for participation relating to protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation; and I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIONS OF Montero Soccer or others, and assume full responsibility for my participation.

This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of California.

I have carefully read and fully understand all the provisions of this Release and am freely, knowingly, and voluntarily entering into this Release.

## SIGNATURES

\_\_\_\_\_  
Signature of Parent or Guardian (releasor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Releasor

\_\_\_\_\_  
Printed Name of Releasor's Child

Manuel Montero

\_\_\_\_\_  
Printed Name of Releasee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Releasee