

## **SOCCKER PLANET - WAIVER AND RELEASE**

**IMPORTANT INFORMATION:** Soccer Planet is committed to conducting its recreational programs and activities in a safe manner and holds the safety of participants in high regard. Soccer Planet continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. However, participants and parents/guardians of minors registering for Soccer Planet programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. You are solely responsible for determining if you or your minor child/ward is physically fit and/or skilled for the activities contemplated by this agreement. It is always advisable, especially if the participant is pregnant, disabled in any way or recently suffered illness, injury or impairment, to consult a physician before undertaking any physical activity.

**WARNING OF RISK:** Recreational activities/programs are intended to challenge and engage the physical, mental and emotional resources of each participant. Despite careful and proper preparation, instruction, medical advice, conditioning and equipment, there is still a risk of serious injury when participating in any recreational activity/program. Not all hazards and dangers can be foreseen. Depending on the particular activity, participants must understand that certain risks, dangers and injuries due to inclement weather, slipping, falling, poor skill level or conditioning, carelessness, horseplay, unsportsmanlike conduct, premises defects, inadequate or defective equipment, inadequate supervision, instruction or officiating, and all other circumstances inherent to indoor and outdoor recreational activities/programs exist. In this regard, it must be recognized that it is impossible to guarantee absolute safety.

### **WAIVER AND RELEASE OF ALL CLAIMS AND ASSUMPTION OF RISK**

Read this form carefully and be aware that in signing up and participating in the identified programs/activities, you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your minor child/ward might sustain as a result of participating in any and all activities connected with and associated with said programs/activities (including transportation services/vehicle operation, when provided).

I recognize and acknowledge that there are certain risks of physical injury to participants in these programs/activities, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss regardless of severity, that my minor child/ward or I may sustain as a result of said participation. I further agree to waive and relinquish all claims I or my minor child/ward may have (or accrue to me or my minor child/ward) as a result of participating in these program/activities against SP II, LLC, SBvB, LLC, their respective administrators, directors, agents, officers, members, volunteers, employees, other participants, any sponsors, advertisers, and if applicable owners and lessors of premises on which these programs/activities take place.

I do hereby fully release and forever discharge SP II, LLC, SBvB, LLC, their respective administrators, directors, agents, officers, members, volunteers, employees, other participants, any sponsors, advertisers, and if applicable owners and lessors of premises on which these programs/activities take place from any and all claims for injuries, damages, or loss that my minor child/ward or I may have (or accrue to me or my minor child/ward) and arising out of, connected with, or in any way associated with these programs/activities.

### **PHOTOGRAPHY AND VIDEO CONSENT**

I grant SP II, LLC, SBvB, LLC the irrevocable and unrestricted right to use and publish for trade, advertising or any other purpose and in any manner and medium, including website and Internet promotion all photographic, video and digital images of me or my minor child/ward, which relate to SP II's and SBvB's products and services. This consent also serves to waive all rights of privacy or compensation which I or my minor child/ward may have in connection with the use of my photograph, video or digital image, or that of my minor child/ward.

I understand and accept that SP II, LLC and/or SBvB, LLC are not responsible for third party's misuse or alteration of any photographs, video or digital images. Therefore, I release SP II, LLC, SBvB, LLC, their respective administrators, directors, agents, officers, members, volunteers, employees, other participants, any sponsors, advertisers, and if applicable owners and lessors of premises on which these programs/activities take place, indemnify and hold them harmless from any claims of misuse or alteration of any photographic, video and digital image of me or my minor child/ward.

I have read and understand the above Waiver and Release of All Claims and Assumption of Risk, along with the Photography and Video Consent. I understand that these will remain effective in the event that my membership in Soccer Planet expires for any reason and at any time in the future I become a member of Soccer Planet.

## COVID 19 WAIVER OF LIABILITY AND INDEMNIFICATION

IN CONSIDERATION for being permitted to utilize the service and programs of Soccer Planet ("SP"), and/or for the benefit of my child(ren) listed below to participate, the undersigned, on behalf of himself/herself and the listed participating children and any personal representative, heirs, next of kin hereby acknowledges, agrees and represents as follows:

I agree that I am personally responsible for my safety and actions while using the facilities at Soccer Planet. I/we agree to comply with all SP policies and rules, including but not limited to all SP policies, guidelines, signage, instructions and the guidelines provided at the time of signing this waiver of liability. Because SP is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. **WITH FULL AWARENESS AND APPRECIATION OF THE RISKS INVOLVED, I, FOR MYSELF AND ON BEHALF OF THOSE LISTED BELOW, SPOUSE, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND PERSONAL REPRESENTATIVES, HEREBY FOREVER RELEASE, WAIVE, DISPHARGE, AND COVENANT NOT TO SUE SP, SBVB LLC, SP II LLC, THEIR BOARD MEMBERS, OFFICERS, AGENTS, SERVANTS, INDEPENDENT CONTRACTORS, AFFILIATES, EMPLOYEES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME RELATED TO COVID-19 WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, ANY THIRD-PARTY USING SP, OR OTHERWISE, WHILE PARTICIPATING IN ANY ACTIVITY WHILE IN, ON, OR AROUND THE SP AND/OR WHILE USING ANY SP FACILITIES, EQUIPMENT, OR MATERIALS.**

**I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, AND/OR LIABILITIES (INCLUDING ATTORNEY FEES) ARISING EITHER DIRECTLY OR INDIRECTLY FROM OR RELATED TO ANY AND ALL CLAIMS MADE BY OR AGAINST ANY OF THE RELEASED PARTIES DUE** to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the SP facilities, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

**BY SIGNING BELOW I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY, UNDERSTAND IT AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED, INCLUDING WITHOUT LIMITATION THE RELEASE OF LIABILITY AND INDEMNIFICATION REQUIREMENTS CONTAINED IN THIS DOCUMENT;** I am sufficiently informed about the risks involved in using the SP to decide whether to sign this document; 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 document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Illinois law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

I HAVE READ AND UNDERSTAND THE TERMS OF THE COVID 19 WAIVER OF LIABILITY AND INDEMNIFICATION AND AGREE TO ITS TERMS.

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Participant's Name (PLEASE PRINT)

Address (Include City, State, Zip)

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Phone Number

Email Address

Participant's Birthdate

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Signature of **Adult Participant** or (**Parent/Guardian** if participant is under 18 years old)

Printed Name

Date