

VOLUNTARY WAIVER AND RELEASE

PARTICIPANT NAME: _____
(Print)

This Voluntary Waiver and Release Agreement ("Agreement") is hereby executed by the participant's parent or legal guardian (together with any heir, successor, representative or assign, collectively as "Participant") in favor and for the sole and exclusive benefit of the Organizers (as defined herein). In connection with Participant's involvement in a skills camp or in any other event which may relate to or which may take place in connection with California United Strikers FC, LLC. Participant hereby certifies, warrants, represents, agrees, and covenants to California United Strikers FC, LLC., Orange County Great Park, Championship Stadium at Orange County Great Park, City of Irvine, National Independent Soccer Association and any of the respective Event sponsors or promoters (individually and collectively, together with their respective affiliates, officers, employees, partners, shareholders, members, sponsors, contractors, agents, successors and assigns, the "Organizers") that he/she is:

1. FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE EVENT, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH EVENT ACTIVITIES OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH EVENT;
2. OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS AGREEMENT, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE EVENT;
3. ENTERING INTO THIS WAIVER AND RELEASE AGREEMENT VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE ORGANIZERS OR ANY OTHER THIRD PARTY.

ASSUMPTION OF RISK. PARTICIPANT AGREES THAT HE/SHE DERIVES A MATERIAL BENEFIT FROM THE EVENT AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS AGREEMENT, PARTICIPANT AGREES AND ACKNOWLEDGES THAT THE EVENT ACTIVITIES, MAY BE POTENTIALLY HAZARDOUS, AND PARTICIPANT HEREBY ASSUMES ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE EVENT, INCLUDING, WITHOUT LIMITATION, FALLS, CONTACT WITH OTHER PARTICIPANTS, EFFECTS OF WEATHER AND THE CONDITION OF PLAYING SURFACES. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ANY ACTIVITY ASSOCIATED THEREWITH. PARTICIPATION IN THE EVENT CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. THE SPECIFIC RISKS VARY AND MAY CAUSE SERIOUS OR GRIEVOUS INJURIES. PARTICIPANT UNDERSTANDS THAT NONE OF THE ORGANIZERS (AS DEFINED ABOVE) HAVE UNDERTAKEN RESPONSIBILITY FOR PARTICIPANT'S SAFETY AND WELL BEING OR THE ELIMINATION OF THE RISKS INHERENT IN PARTICIPANT'S PARTICIPATION IN THE EVENT.

PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE ORGANIZERS HAVE NOT TAKEN ON OR ACCEPTED ANY DUTY TO ELIMINATE SUCH RISKS OR PROTECT PARTICIPANT FROM THE INJURY OR HARM THAT MAY RESULT FROM PARTICIPATION IN THE EVENT. PARTICIPANT HEREBY ASSUMES THE RISK OF INJURY OR HARM INVOLVED IN PARTICIPATION IN THE EVENT, INCLUDING BODILY INJURY, DAMAGE TO PERSONAL PROPERTY, AND/OR DEATH. PARTICIPANT HEREBY FOREVER RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS THE ORGANIZERS FROM AND AGAINST ANY AND ALL CLAIMS (WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, TORT, INCLUDING STRICT LIABILITY, OR OTHER LEGAL THEORY), DAMAGES, LIABILITIES, COSTS AND EXPENSES, WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR PROPERTY DAMAGE OF ANY KIND OR NATURE, ARISING OUT OF OR RELATING TO PARTICIPANT'S INVOLVEMENT IN THE EVENT AND ALL ACTIVITIES ASSOCIATED THEREWITH, INCLUDING, WITHOUT LIMITATION, ALLERGIC REACTIONS, CHOKING, ILLNESS OR DEATH.

Each Participant understands that by signing this Agreement, each Participant covenants and agrees that such Participant, as well as such Participant's heirs, executors, administrators, successors and assigns, will never institute any suit or action at law, or otherwise, against any of the Organizers, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses or compensation for or on account of any damage, loss or injury either to Participant's person or property, or both, which may result from the Participant's participation in the Event or any other event associated therewith. Each Participant agrees to defend and hold the Organizers harmless from any loss or damages, including attorneys' fees and costs, sustained by Organizers, or any one or more of them, as a result of any Participant's rescission of this Agreement or breach of its covenants or agreements contained in this paragraph.

MEDICAL ATTENTION. Participant agrees that during the Event, the Organizers are authorized to secure appropriate medical attention for Participant in the event of an accident, illness or injury. Participant shall be responsible for any and all costs of medical coverage and treatment provided not covered by insurance.

GOVERNING LAW. The validity, interpretation, construction and enforcement of this Agreement shall be governed and controlled by the laws of the State of California, without regard to that State's rules with respect to choice of law.

THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.

IMAGE RELEASE. The Participant grants permission to the Club to utilize the bearer's image, likeness, or voice in connection with any broadcast, photograph, or other production of the event via any media and for any purposes.

Participant hereby certifies that all information provided on ALL forms is true, accurate and complete in all respects.

PARENT OR LEGAL GUARDIAN (IF PARTICIPANT) IS UNDER 18 YEARS OF AGE):

Participant's Name: _____ Relation to You: _____
(Print First, Last Name)

Print Name: _____ Signature: _____

Address: _____

Phone: _____ Date: _____, 2020