



AMATEUR & YOUTH ATHLETIC WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING/ACCEPTING

In consideration of being allowed to participate in any way in Founders Athletics, Founders FC, PAX FC and/or United Athletics Coalition Inc athletic sports, training, and development program(s), and/or related events and activities, as well as use of St. Mary's Couty, MD Government fields/facilities, Wildewood Community Association (WCA) fields/facilities, St. Mary's Ryken High School (Ryken) fields/facilities, King's Christian Academy (KCA) fields/facilities, and/or other fields/facilities permitted for use by Founders Athletics Club(s)/entities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent or temporary injury/paralysis, traumatic brain injury (TBI), and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,
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; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official, coach, or staff immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Founders Athletics, Founders FC, PAX FC, and United Athletics Coalition Inc, their officers, coaches, volunteers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises (including but not limited to St. Mary's County, MD Government, the WCA, Ryken, and KCA) used to conduct the event(s) ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Digital acceptance of this Waiver and Release of Liability Agreement shall serve as and constitute physical signature of this form and be held legally binding.

Participant Name (please print): _____

Participant Signature: _____

DATE SIGNED: _____





ADDITIONAL RELEASE OF LIABILITY & ASSUMPTION OF RISK

In exchange for participation in the activity(ies) of Soccer, Futsal, Athletics Training, and Athletics Development organized by United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) and/or use of the property, facilities and services of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) or their contracted and/or rented/reserved/permited property, facilities and services, I agree for myself and (if applicable) for the members of my family participating and/or spectating, to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC), or the employees, coaches, volunteers, staff, representatives or agents of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC).

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity(ies) and I assume full responsibility for personal injury to myself and (if applicable) my family members participating and/or spectating, and further release and discharge United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) for injury, loss or damage arising out of my or my family's use of or presence upon the property and/or facilities (owned, contracted, rented/reserved/permited, or otherwise) of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC), whether caused by the fault of myself, my family, United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC), or other third parties or due to weather, acts of God, or other environmental/facility hazards.

3. INDEMNIFICATION. I agree to indemnify and defend United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the property and/or facilities (owned, contracted, rented/reserved/permited, or otherwise) of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC).

4. FEES. I agree to pay for all damages to the facilities (owned, contracted, rented/reserved/permited, or otherwise) of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) caused by any accidental, negligent, reckless, or willful actions by me or my family.

5. CONSENT. I consent to the participation of my child(ren), in the activity of Soccer, Futsal, Athletics Training, and Athletics Development, and agree on behalf of my minor child(ren) to all of the terms and conditions of this Agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of my designated child(ren)/participant(s).

6. MEDICAL AUTHORIZATION. In the event of an injury to my designated minor child(ren)/participant(s) during the above described activities, I give my permission to United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) or to the employees, coaches, volunteers, staff, representatives or agents of United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) to arrange for all necessary





medical treatment for which I shall be financially responsible. This temporary authority will begin on the date of acceptance of this Waiver and Release of Liability form and will remain in effect until terminated in writing by the undersigned or when the participant has withdrawn from or is no longer a participant in Club activities hosted by United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC). United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) shall have the following powers:

- a. The power to seek appropriate medical treatment or attention on behalf of my child(ren) as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital (including EMS transport);
- b. The power to authorize medical treatment or medical procedures in an emergency situation; and
- c. The power to make appropriate decisions regarding clothing, bodily nourishment and shelter.

7. **APPLICABLE LAW.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Maryland law.

8. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that United Athletics Coalition Inc (Founders Athletics, Founders FC, PAX FC) has offered to partially refund any unused fees I have paid if I choose not to sign or revoke this Agreement only if the participation season, event, or activity hasn't commenced.

9. **ARM'S LENGTH AGREEMENT.** This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

10. **ENFORCEABILITY.** The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

11. **DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.





12. **EMERGENCY CONTACT.** In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Digital acceptance of this Waiver and Release of Liability Agreement shall serve as and constitute physical signature of this form and be held legally binding.

Participant Name (please print): _____

Participant Signature: _____

DATE SIGNED: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this Waiver and Release of Liability Agreement to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

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Parent/Guardian Name (please print): _____

Parent/Guardian Signature: _____

DATE SIGNED: _____

Emergency Phone Number: (____) _____

