



**RELEASE AND WAIVER OF LIABILITY FOR INFECTIOUS DISEASES
AND INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in athletic programming, sanctioned activities and events (collectively, the "Sanctioned Activities") held by or connected with West Valley Soccer League (dba Real So Cal) or any association to which it belongs, including but not limited to the California State Soccer Association-South (Cal South), Elite Clubs National League (ECNL) and US Club Soccer (collectively, the "Releasees"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in such Sanctioned Activities inherently includes the risk of possible exposure to and illness from infectious diseases including, but not limited to, Methicillin-resistant Staphylococcus aureus (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,
2. I UNDERSTAND THAT MY PARTICIPATION IN SANCTIONED ACTIVITIES INVOLVES AN INHERENT RISK OF PERSONAL INJURY AND EVEN DEATH, AND I HEREBY ELECT TO VOLUNTARILY PARTICIPATE IN SUCH ACTIVITIES AND FREELY ASSUME ALL SUCH INHERENT RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the Real So Cal Return to Play Plan, as well as all other stated and customary terms and conditions for participation in Sanctioned Activities as regards to the protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation in any Sanctioned Activities, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS RELEASEES, their officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Sanctioned Activities, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASEES OR OTHERWISE AND WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify Releasees for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in such Sanctioned Activities, whether caused by the active or passive negligence of the Releasees or others.
5. It is my express intent that this Release and Waiver of Liability for Infectious Diseases and Indemnification Agreement ("Release") bind my family members, spouse, heirs, assigns, personal representatives and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge and covenant not to sue the RELEASEES.
6. I further covenant and agree that this Release shall be construed in accordance with the laws of the State of California and that any mediation, suit or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in California and the federal or state courts of California. Any portion of this Release deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Release as a whole to the full extent authorized by law.

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SIGNATURE PAGE FOR
RELEASE AND WAIVER OF LIABILITY FOR INFECTIOUS DISEASES
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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 the below named participant, have read and explained the provisions in this Release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against infectious diseases, including those set forth in the Real So Cal Return to Play Plan. 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 for any and all liabilities incident to my minor child's/ward's presence or participation in Sanctioned Activities as provided above, even if arising from Releasees' negligence, to the fullest extent provided by law.

Waiver of Liability, Assumption of Risk, and Indemnity Agreement 2020-2021 RSC/WVSL

Waiver: In consideration of being permitted to participate in any way in any Real So Cal activity, I for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge and covenant not to sue**, Real So Cal, it's officers, employees, and agents from liability **from any and all claims including the negligence of Real So Cal, and or it's officers, employees and agents**, resulting in personal injury, accidents or illness (including death), and property loss arising from, but not limited to participation in Real So Cal, activities.

Assumption of Risks: Participation in Real So Cal activities carry with them, certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in Real So Cal activities. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification: I also agree to INDEMNIFY AND HOLD Real So Cal, its officers, employees and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Real So Cal's activities and to reimburse them for any such expenses incurred.

Severability: The undersigned further expressly agree that the forgoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is found in valid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk and indemnity agreement, **fully understand its terms, and understand that I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily, and **intend by signature to be a complete and unconditional release of all liability** to the greatest extent allowed by law.

Name of participant: _____

Name of parent/guardian: _____

Parent/guardian signature: _____

Date signed: _____