

PLAYER WAIVER & RELEASE (Pre-Season Elite Girls Friendlies)

SECTION I:

I, the undersigned intend to participate in the Pre-Season Elite Girls Friendlies (the "Event") at the Rolling Hills Soccer Complex (the "Complex") taking place August 15-16, 2020 AGREE BY SIGNING THIS AGREEMENT:

1. I ACKNOWLEDGE THE CONTAGIOUS NATURE OF THE COVID-19 AND VOLUNTARILY ASSUME THE RISK THAT MY FAMILY, INCLUDING CHILD(REN), AND I MAY BE EXPOSED TO OR INFECTED BY COVID-19 WHILE ON SITE AT THE ROLLING HILLS SOCCER COMPLEX AND THAT SUCH EXPOSURE OR INFECTION MAY RESULT IN PERSONAL INJURY, ILLNESS, PERMANENT DISABILITY AND DEATH.

2. I UNDERSTAND THAT THE RISK OF BECOMING EXPOSED TO OR INFECTED BY COVID-19 AT ANY FACILITY MAY RESULT FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF MYSELF AND OTHERS, INCLUDING, BUT NOT LIMITED TO THE ROLLING HILLS SOCCER COMPLEX, THE CITY OF FORT WORTH FACILITIES, JATO ATHLETICS EMPLOYEES, THE CITY OF FORT WORTH EMPLOYEES, VOLUNTEERS AND PROGRAM PARTICIPANTS AND THEIR FAMILIES. I VOLUNTARILY AGREE TO ASSUME ALL OF THE FORGEOING RISKS AND ACCEPTS SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY AND DEATH), ILLNESS, DAMAGE, LOSS CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I, MY FAMILY AND MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY CHILD(REN)'S ATTENDANCE AT THE PRE-SEASON ELITE GIRLS FRIENDLIES 2020 (AT THE ROLLING HILLS SOCCER COMPLEX) OR PARTICIPATION IN ANY JATO ATHLETICS ACTIVITIES ("CLAIMS").

3. ON MY BEHALF, AND ON BEHALF OF MY CHILD, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS JATO ATHLETICS, THE CITY OF FORT WORTH, AND THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF JATO ATHLETICS, THE CITY OF FORT WORTH AND THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN THE PRE-SEASON ELITE GIRLS FRIENDLIES 2020 EVENT.

SECTION II:

I, the undersigned intend to participate in the Pre-Season Elite Girls Friendlies (the "Event") at the Rolling Hills Soccer Complex (the "Complex") taking place August 15-16, 2020, including, but not limited to, any and all transportation to, from and between Event locations and all other activities related to the Event and my participation in the Event. In consideration of the privilege of participating in the Event, I hereby agree as follows:

1. In the event that I incur any injury or other loss in connection with the Event, including any injury or loss resulting from (i) the condition of the grounds, buildings, equipment, parking lots or other aspects of the Complex, (ii) the negligent operation of the Complex or the Event, or (iii) any other actions of any party in connection with the Event, including JATO Athletics (collectively the "Released Parties"), I hereby waive any right to bring a claim or legal action against the sponsor of the Event, the manager of the Complex, the owner of the Complex (The City of Fort Worth), the Released Parties or any of their trainers, physicians, volunteers, staff or other agents, and I release such parties from any liability for such injury or loss.

2. I recognize and fully assume the risks of my participation in the Event, including serious injury, paralysis, disability and even death, as well as loss of or damage to my property.

3. I authorize any trainers, physicians or other medical staff engaged by the sponsor of the Event or the manager of the complex to treat me for any injury or medical condition during the Event, and I authorize my transport and admission to any hospital or other medical facility for diagnosis and treatment if deemed necessary in the sole judgment of such trainers, medical staff or any emergency medical responders

4. I understand that the Event may be photographed, videotaped, or otherwise recorded, and I agree that the Event shall be the exclusive owners of the results of such photographing, videotaping and/or recording with the right, throughout the world, in perpetuity, to register for copyright, to use and to assign and/or license others to use all or any portion of the results thereof (or a reproduction thereof), in all media and in any manner now known or hereafter developed, in connection with the Event or otherwise, without any additional consideration to me or to any third party. I further agree that the Event may use my name, voice and likeness (in any form and without regard to distortions of character, form or color, or any other alteration) in photographs, videotapes, audiotapes, and all other media now known or hereafter developed, throughout the world, for an unlimited number of times, in perpetuity, in connection with the Event or otherwise, without any additional consideration to me or to any third party.

5. I enter into this Waiver and Release for myself and on behalf of my heirs, assigns and legal representatives.

6. This Waiver and Release shall be governed by the laws of the State of Texas.

Participant's Printed Name: _____

If Under 18, Name of Legal Guardian: _____

Legal Guardian Signature: _____

Participant's Signature: _____

Date: _____

Team Name: _____