

## New York Elite Alleycats FC RELEASE OF LIABILITY AND HOLD HARMLESS

## **READ BEFORE SIGNING**

IN CONSIDERATION OF my child/ward being allowed to participate in any way in New York Elite Alleycats FC related programs, events and activities, the undersigned acknowledges, appreciates, and agrees that:

The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child/ward from New York Elite Alleycats FC (hereinafter "NYEAFC") programs, events and activities are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

- 1. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my child's/ward's participation in the programs, events and activities; and,
- 2. I, myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin willingly agree to comply with NYEAFC's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's/ward's readiness for participation in the program/event/activity itself, I will remove my child/ward from the participation and bring such attention of the nearest official immediately; and,
- 3. I, myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin understand and acknowledge that the COVID-19 virus is extremely contagious and that the mere physical presence at NYEAFC programs, events and activities could increase the risk of contracting the disease. It is understood and acknowledged that my child/ward and I/spouse/personal representative must cooperate to comply with preventative measures and health guidelines, including but not limited to measures and guidelines set forth by NYEAFC, the New York State Department of Health (NYSDOH) and the Centers for Disease Control and Prevention.
- 4. I, myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NYEAFC; its directors, officers, coaches, officials, agents, employees, volunteers, independent contractors, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the events ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's/ward's involvement or participation in these programs, events and activities, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I, for myself, my spouse, my child/ward, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my child's/ward's involvement or participation in these programs, events and activities, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
- 6. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the programs, events and activities, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

## I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Child/Ward:	
Child/Ward Signature (if 18 or over)	
Name of Parent/Guardian:	
Parent/Guardian Signature:	
Date Signed:	