

ASSUMPTION OF RISK, WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Nature of Activities: Greenville Pro Soccer LLC and its affiliates (collectively referred to herein, as “GPS”) conduct numerous soccer programs, events, and activities for individuals not employed by GPS, including, but not limited to, tryouts for the Greenville Triumph, USL academy teams and other teams sponsored by or affiliated with GPS; training programs, practices, and competitions; halftime activities and other events at games; team promotional events; special events; soccer clinics, soccer camps, soccer games, soccer tournaments and other team competitions; and travel to and from all of the foregoing (collectively referred to herein, as “GPS Activities”). Some of GPS Activities involve participation in soccer-related activities such as games, drills, skill or fitness tests, conditioning, and soccer instruction. These activities involve vigorous physical activity and, like all physical activity, carry with them the inherent risk of injury. Some of those inherent risks are being hit in the head or face with a ball; collisions with other participants or stationary objects (such as the goals); goals overturning and striking a participant; over-exertion by a participant; heat-related illness; and unexpected extreme weather (such as lightning, tornado, high winds). Some GPS Activities may include fun games and contests, competition between attendees, and activities with which the participant is unfamiliar. Some GPS Activities may require travel within or outside the state of South Carolina, including travel arranged or coordinated by GPS. All GPS Activities have inherent risks. Participants can be over-enthusiastic and be injured while caught up in the spirit of the event and trip, fall, or suffer other mishaps. Other inherent risks in all GPS Activities include unexpected equipment failure; failure of safety equipment to protect; erratic or careless behavior of the participant; erratic or careless behavior of other participants; supervisory or judgment error by GPS staff, coach, instructor, referee (e.g., coach, instructor, or referee misjudging the capacity of the participant to perform an action; failure of the instructor, coach, or referee to see or recognize dangerous actions or situations, failure to spot a hazard during facility inspection); the negligence of third parties; vehicle driver error; and hazardous traveling conditions.

GPS feels that it is important that the ADULT PARTICIPANT or MINOR PARTICIPANT AND PARENT(S) OR GUARDIAN(S) (collectively referred to herein, as “PARTICIPANT/PARENT”) needs to be aware that three types of injury can occur as a result of GPS Activities. Most common are minor injuries, which include, but are not limited to, bruises, cuts, scratches, minor sprains, muscle pulls, muscle soreness, and headaches. Occasionally, a participant suffers a major injury, which includes, but is not limited to, eye injuries, broken bones, joint injuries (e.g., fractures, dislocations), internal organ injury, severe sprains, and concussions. And finally, while rare, there is the possibility of a catastrophic injury, which includes, but is not limited to, spinal injuries, injuries resulting in permanent disability, paralysis, heart attack, stroke, brain injury, and death.

Assumption of Risk: I, the PARTICIPANT/PARENT, have read the above paragraphs and know that GPS Activities contain inherent risks which are impossible to prevent. I am aware and understand that the activities are dangerous activities and involve the risk of serious bodily injury, including permanent disability, paralysis and death. I am also aware and understand that these risks may be caused by my own actions or inactions, the actions or inactions of others participating in the activities, the condition in which the activities take place, or the negligence of the releases identified below. I understand the nature and demands of GPS Activities relative to my physical condition and skill level, and I appreciate the types of injuries that may occur as a result of GPS Activities and their potential impact on my well-being and lifestyle. I acknowledge that any injuries that I sustain may be compounded by negligent emergency response or rescue operations of GPS. I hereby acknowledge and assert that I am voluntarily participating in the GPS Activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks, whether caused by the negligence of GPS or otherwise. I acknowledge, agree, and represent that I understand the nature of the GPS Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the GPS Activity.

Waiver and Release of Liability: In consideration of permission to participate in GPS Activities, today and on all future dates, I, the PARTICIPANT/PARENT, on behalf of myself, my spouse, my child, my heirs, personal representatives, and assigns (collectively referred to herein, as “Releasing Parties”) do hereby release, waive, discharge, and covenant not to sue GPS, any of their affiliates, of any of their owners, directors, officers, employees, volunteers, coaches, instructors, referees, independent contractors, equipment providers, agents, co-participants, sponsors, advertisers, and, if applicable, the owners and lessors of the premises on which the GPS Activities take place (collectively referred to herein, as “Protected Parties”) from any and all liability, claims, demands, or causes of action, including all costs, medical expenses and attorney fees, that the PARTICIPANT/PARENT may have by reason of any GPS Activities, including, without limitation, any claim arising by reason of any of the Protected Parties’ negligence, or by any act or failure to act, or by any hidden, latent, or obvious defects in any equipment used during any GPS Activities, whether or not supplied or inspected by Protected Parties. I covenant not to make or bring any such claim against GPS or any other Protected Party, and forever release and discharge GPS and all other Protected Parties from liability under such claims. This Assumption Of Risk, Waiver, Release of Liability, and Indemnification Agreement (this “Agreement”) applies to 1) personal injury (including death) from incidents or illnesses arising from participation in GPS Activities (including, but not limited to, team tryouts, halftime activities at games, team promotional events, special events, soccer clinics, soccer camps, and soccer games; this includes instruction or classes, observation, use of facilities or equipment, shower/locker room area, and all premises including the associated sidewalks and parking lots) and travel to any of the foregoing; and to 2) any and all claims resulting from the damage to, loss of, or theft of property.

Indemnification Agreement: I, the PARTICIPANT/PARENT, shall defend, indemnify, and hold harmless GPS and all other Protected Parties from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including, but not limited to, reasonable attorney’s fees, fees and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of resulting from any claim of Releasing Parties or others acting on my behalf relating in any way to my participation in GPS Activities (including, but not limited to, those claims arising from the inherent risks of the activity or the ordinary negligence of Protected Parties) and/or my conduct while participating in GPS Activities or while I am on the premises used or controlled by GPS or any other Protected Party.

Additional Participant Agreements, Acknowledgements, and Assertions:

Health I, the PARTICIPANT/PARENT

- Acknowledge that GPS urges participants to get medical clearance prior to participation in vigorous activities.
- Affirm that I have no health problems that would make participation in GPS Activities unwise.
- Possess a sufficient level of skill and physical fitness for safe participation in GPS Activities.
- Acknowledge that it is my duty to inform staff and cease exercise immediately in the event of unusual discomfort (e.g., faintness, shortness of breath, high anxiety, and chest pains).

Safety I, the PARTICIPANT/PARENT

- Affirm that it is my duty to cease participation if I feel a hazard or playing or travel conditions are overly perilous.
- Will inspect the facilities, equipment, and vehicles and participate only if I feel they are sufficiently safe.
- Agree only to participate in activities that I feel are safe.

Injury I, the PARTICIPANT/PARENT

- Agree to report all injuries, both minor and more serious ones, to GPS before leaving the facility.
- Authorize GPS to render emergency first aid or CPR and secure emergency medical care or transportation (i.e., EMS) when deemed necessary by GPS; and I agree to assume all costs of emergency medical care and transportation.

Photo/Video/Medical Information Release I, the PARTICIPANT/PARENT

- Permit, authorize, grant, and license GPS and its successors and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them, the rights to display, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use, my name, image, likeness, appearance, voice, and all materials created by or on behalf of GPS that incorporate any of the foregoing, in perpetuity in any medium or format whatsoever now existing or hereafter created, including, but not limited to, in and on advertising and promotional materials, press releases, the Internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including, but not limited to, advertising, public relations, publicity, packaging, and promotion of GPS and GPS Activities, in each case without further consent from or royalty, payment or other compensation to me.
- Authorize GPS, in emergency situation, to release my medical history information to physician/medical services.

Enforceability Agreement I, the PARTICIPANT/PARENT agree that

- This Agreement is intended to be as broad and as inclusive as permitted by the law of the State of South Carolina.
- South Carolina courts have upheld the enforceability of similar waiver and release agreements.
- This Agreement shall remain in full force and effect during any periods of involvement by the PARTICIPANT/PARENT in any GPS Activities.
- If any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

General Clauses: I, the PARTICIPANT/PARENT

- Affirm this is the entire agreement between me and GPS; it can be changed only by written agreement by me and an authorized member of GPS.
- Affirm that Participant is not an employee or agent of GPS and is not covered by any Worker's Compensation insurance and further assumes all obligations for medical care or treatment incurred as a result of any GPS Activities.
- Understand that if any legal action is brought, the appropriate trial court for the County of Greenville in the State of South Carolina or the U.S. District Court for the District of South Carolina have the sole and exclusive jurisdiction and that only the substantive laws of the State of South Carolina shall apply, without regards to its conflicts of laws principles.

THIS AGREEMENT PROVIDES GPS WITH MY ABSOLUTE AND UNCONDITIONAL CONSENT, WAIVER, AND RELEASE OF LIABILITY, ALLOWING GPS TO PUBLICIZE AND COMMERCIALY EXPLOIT MY NAME, LIKENESS, AND OTHER PERSONAL CHARACTERISTICS AND PRIVATE INFORMATION AS SET FORTH ABOVE. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO SUE GPS.

PARTICIPANT/PARENT HAS CAREFULLY READ THIS AGREEMENT AND, FULLY UNDERSTANDING ITS TERMS, KNOWINGLY, FREELY AND VOLUNTARILY SIGNS THIS AGREEMENT, WITHOUT INDUCEMENT. PARTICIPANT/PARENT ACKNOWLEDGES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. THIS AGREEMENT SHALL NOT BE SUBJECT TO ANY CLAIM OF MISTAKE OF FACT, AND THIS AGREEMENT EXPRESSES A FULL AND COMPLETE WAIVER OF LIABILITY CLAIMED AND DISPUTED, AND REGARDLESS OF THE TYPE OF INJURY, OR CIRCUMSTANCES CONCERNING ANY INJURY, THIS AGREEMENT IS INTENDED TO FOREVER BAR ANY CLAIM THE PARTICIPANT/PARENT MIGHT HAVE, AND IS INTENDED TO BE FINAL AND COMPLETE.

ADULT PARTICIPANT

Acknowledgement of Understanding: I, the PARTICIPANT/PARENT have read this Agreement, agree to its terms and understand that I am giving up substantial rights, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am voluntarily signing this Agreement, and intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of GPS Activities or the NEGLIGENCE of the Protected Parties, to the greatest extent allowed by law of the State of South Carolina.

_____	_____	_____
Name of Adult Participant (Please Print)	Signature of Adult Participant	Date
_____	_____	_____
Emergency Contact Person	Relationship	Phone
		Cell

PARENT/GUARDIAN of a MINOR PARTICIPANT

Acknowledgement of Understanding: I, the Parent or Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all GPS Activities on the terms set forth above. I realize that I am agreeing to let my child engage in a potentially dangerous activity. Further, I have read and fully understand the terms of this Agreement, and agree that I have the legal authority and capacity to sign on behalf of Participant and to be bound by this Agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of GPS Activities or the ORDINARY NEGLIGENCE of the Protected Parties, to the greatest extent allowed by law of the State of South Carolina.

Additionally, I, the Parent or Legal Guardian of the minor child, assert that I have explained the inherent risks of GPS Activities to my minor child and that the minor understands this Agreement. The following signature of the minor affirms understanding of the inherent risks of GPS Activities and the voluntary assumption of these risks.

_____	_____	_____
Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
_____	_____	_____
Name of Parent/Guardian of Minor (Please Print)	Signature of Parent/Guardian	Date
_____	_____	_____
Name of Minor Participant	Signature of Minor Participant	Age
		Date of Birth
		Date